

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting  
through the United States Department of  
Agriculture (Farm Service Agency)

Plaintiff

v.

LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM  
SANTIAGO DUEÑO; The Estate of  
NICOLASA SANTIAGO ORTIZ, composed by  
her known heir LILLIAM DUEÑO SANTIAGO  
a/k/a LILLIAM SANTIAGO DUEÑO; JOHN  
DOE and RICHARD ROE

Defendants

CIVIL NO.

Collection of Money

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America, acting by the United States Department of Agriculture (Farm Service Agency), through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Sec. 1345.
2. Plaintiff, USDA, through the Farm Service Agency -an agency of the United States of America organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq.- is the owner and holder of two (2) promissory notes.
3. The first promissory note is for the amount of **\$200,000.00**, with annual interest of 5%, subscribed by Ms. Lilliam Dueño Santiago on December 3, 1998. *See Exhibit 1.*
4. Plaintiff is also the owner and holder of the promissory note for the amount of **\$300,000.00**, with annual interest rate of 3.75%, subscribed by Ms. Lilliam Dueño Santiago on January

7, 1999. *See Exhibit 2.*

5. Deeds No. 14 and No. 2 -about Voluntary Mortgage- were executed by codefendants LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM SANTIAGO DUEÑO and NICOLASA SANTIAGO ORTIZ. Both deeds were filed before the Property Registry. *See Exhibits 3 and 4.*
6. According to the Property Registry, LILLIAM DUEÑO SANTIAGO and NICOLASA SANTIAGO ORTIZ are the owners of record of the following property, which was offered as loan collateral to the plaintiff. Said property is described -as it was recorded in Spanish- as follows:

Descripción: RÚSTICA: Predio de terreno denominado remanente del plano, sito en el Sector San Diego del barrio Pastor de Coamo, Puerto Rico, con un área superficial de 112.51 cuerdas; en lindes por el NORTE, con los solares número 3, 4, con el acceso al remanente y con los solares 5, 6 y 7 del plano; por el SUR, con más terrenos de Lilliam Dueño; por el ESTE, con terrenos de Luciano Fuertes; y por el OESTE, con el solar número 8 del plano. Property 4,321, recorded at page 23 of volume 410 of Yauco, Property Registry of Ponce, Puerto Rico, Section II.

Property 2,572, recorded at page 244 of volume 78 of Coamo, Property Registry of Barranquitas, Puerto Rico.

*See Title Search attached as Exhibit 5.*

7. It was expressly stipulated in the promissory notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes.
8. Defendant Lilliam Dueño Santiago has failed to comply with the terms of the mortgage notes and contracts by failing to pay the installments due on all notes until the present day. After declaring all the indebtedness of defendants due and payable, co-defendant Lilliam Dueño Santiago owes to the USDA, according to the certified statements of account, included as *Exhibit 6*, the following amounts:

a) On the \$200,000.00 Note:

- 1) The sum of \$190,058.08, of principal;
- 2) The sum of \$136,683.91, of interest accrued as of April 3, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$26.0354;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$300,000.00 Note:

- 1) The sum of \$300,000.00, of principal;
- 2) The sum of \$200,458.69, of interest accrued as of April 3, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$30.8805;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

9. Mrs. Nicolasa Santiago Ortiz subscribed the mortgage deeds mentioned above, together with her daughter, codefendant Mrs. LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM SANTIAGO DUEÑO. Said deeds of mortgage were intended to provide the plaintiff a collateral as a security in case of the breach of the loan obligations between Mrs. Lillian Dueño Santiago and plaintiff.
10. By information and belief, Nicolasa Santiago Ortiz died.
11. The Estate of Nicolasa Santiago Ortiz is included in this complaint because she offered her property as collateral to the loan obligations above described.
12. By information and belief, the Estate of Nicolasa Santiago Ortiz is composed by codefendant LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM SANTIAGO DUEÑO.
13. As the only member of the Estate above-mentioned, LILLIAM DUEÑO SANTIAGO a/k/a

LILLIAM SANTIAGO DUEÑO is entitled to the rights of her mother over the property described in this complaint.

14. JOHN DOE and RICHARD ROE are included as possible unknown heirs or parties in interest to the Estate of Mrs. Nicolasa Santiago Ortiz.
15. All codefendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
16. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong.
17. Co-defendant Lilliam Dueño Santiago owes the USDA, the aforementioned amounts, and has refused to pay said indebtedness in spite of plaintiff's demands and collection efforts.
18. The indebtedness evidenced by the aforementioned notes is due and payable.
19. Codefendant LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM SANTIAGO DUEÑO is not presently active in the military service for the United States. *See Exhibit 7.*

#### VERIFICATION

I, EDGAR MALDONADO MEDERO, of legal age, single, executive and resident of Toa Alta, Puerto Rico, in my capacity as Farm Loan Chief, of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the obligations subject of this complaint;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 23th day of April, 2019.



EDGAR MALDONADO MEDERO

#### PRAYER

WHEREFORE, plaintiff demands judgment as follows:

- a) That defendant breached the contractual obligations claimed in this complaint;
- b) That co-defendant Lilliam Dueño Santiago a/k/a Lilliam Santiago Dueño owes USDA the amounts claimed in this Complaint.
- c) That the property described on this complaint was offered by the defendants as loan collateral for the loan subscribed by Lilliam Dueño Santiago a/k/a Lilliam Santiago Dueño.
- d) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 24 day of, April 2019.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913  
FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 9300  
SAN JUAN, PR 00908  
TEL. 787-751-5290  
FAX. 787-751-6155  
Email: dcfilings@fortuno-law.com

USDA-FmHA

Form FmHA 1940-17

(Rev. 4-92)

## PROMISSORY NOTE

Name <b>LILLIAM DUEÑO SANTIAGO</b>		<b>KIND OF LOAN</b> Type: <u>OL</u> <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited Resource  Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State <b>PUERTO RICO</b>	County <b>PONCE</b>	
Case No. <b>63-026-583-28-6789</b>	Date <b>DECEMBER 3, 1998</b>	<b>ACTION REQUIRING NOTE</b> <input type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Fund Code <b>44</b>	Loan No. <b>02</b>	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in PONCE, PUERTO RICO

\_\_\_\_\_, or at such other place as the Government may later designate in writing, the principal sum of TWO THUNDRED THOUSANDS dollars (\$ 200,000.00)

\_\_\_\_\_, plus interest on the unpaid principal balance at the RATE of FIVE percent (05.000 %) per annum and

\_\_\_\_\_, dollars (\$ \_\_\_\_\_) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in ---08--- installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>5,890.00</u>	on <u>01/01/99</u>	\$ <u>34,564.00</u>	on <u>01/01/00</u>
\$ <u>N/A</u>	on <u>-----</u>	\$ <u>N/A</u>	on <u>-----</u>
\$ <u>N/A</u>	on <u>-----</u>	\$ <u>N/A</u>	on <u>-----</u>
\$ <u>N/A</u>	on <u>-----</u>	\$ <u>N/A</u>	on <u>-----</u>
\$ <u>N/A</u>	on <u>-----</u>	\$ <u>N/A</u>	on <u>-----</u>
\$ <u>N/A</u>	on <u>-----</u>	\$ <u>N/A</u>	on <u>-----</u>

and \$ 34,564.00 thereafter on 01/01 of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable ---07--- years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.



For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.



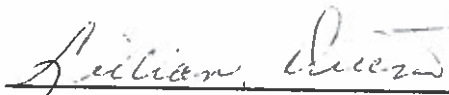
**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:** Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

  
LILLIAN DUEÑO SANTIAGO

(Borrower)

P.O. BOX 1593

COAMO, PR 00769

# RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 200,000.00	12/3/98	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 200,000.00	

USDA-FmHA  
Form FmHA 1940-17  
(Rev. 4-92)

# PROMISSORY NOTE

## KIND OF LOAN

Type: EM ☐ Regular  
EM-1130 ☐ Limited  
Resource

### Pursuant to:

☐ Consolidated Farm & Rural Development Act  
☐ Emergency Agricultural Credit Adjustment Act of 1978

### ACTION REQUIRING NOTE

☐ Initial loan ☐ Rescheduling  
☐ Subsequent loan ☐ Reamortization  
☐ Consolidated & subsequent loan ☐ Credit sale  
☐ Consolidation ☐ Deferred payments  
☐ Conservation easement ☐ Debt write down

Name <b>LILLIAM DUEÑO SANTIAGO</b>	
State <b>PUERTO RICO</b>	County <b>PONCE</b>
Case No. <b>63-026-583-28-6789</b>	Date <b>JANUARY 7, 1999</b>
Fund Code <b>43</b>	Loan No. <b>03</b>

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in PONCE, PUERTO RICO

THREE HUNDRED THOUSANDS dollars

(\$ 300,000.00), plus interest on the unpaid principal balance at the RATE of

THREE AND THREE QUARTERS percent (03.7500 %) per annum and

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may **CHANGE THE RATE OF INTEREST**, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 21 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 1,000.00	on	01/01/2000	\$ 1,000.00	on	01/01/01
\$ 24,807.00	on	01/01/02	\$ N/A	on	_____
\$ N/A	on	_____	\$ N/A	on	_____
\$ N/A	on	_____	\$ N/A	on	_____
\$ N/A	on	_____	\$ N/A	on	_____
\$ N/A	on	_____	\$ N/A	on	_____
\$ N/A	on	_____	\$ N/A	on	_____

and \$ 28,807.00 thereafter on 01/01 of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 20 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

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**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:** Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

*Lillian Dueño Santiago*  
LILLIAM DUEÑO SANTIAGO (Borrower)

P.O. BOX 1593

COAMO, PR 00769

# RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 300,000.00	01/07/99	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 300,000.00	

Caamo

361

ESCRITURA NUMERO CATORCE  
NUMBER

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En Ponce, Puerto Rico, a los tres (3) días del mes de diciembre de  
mil novecientos noventa y ocho (1998).

ANTE MI  
BEFORE ME

DAYRA AMILL ACOSTA

Abogada y Notario Público de la Isla de Puerto Rico con residencia en Ponce,  
Attorney and Notary Public for the Island of Puerto Rico, with residence in Ponce, Puerto Rico

y oficina en Ponce, Puerto Rico.  
and office in Ponce, Puerto Rico.

COMPARECEN  
APPEAR

---Las personas nombradas en el párrafo DUODECIMO de esta hipoteca ---  
The persons named in paragraph TWELFTH of this mortgage

denominados de aquí en adelante el "deudor hipotecario" y cuyas  
hereinafter called the "mortgagor" and whose personal circumstances appear

circunstancias personales aparecen de dicho párrafo.  
from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to

dichos de su edad, estado civil, profesión y vecindad.  
their statements which I believe to be true of their age, civil status, profession and

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre  
residence. They assure me that they are in full enjoyment of their civil rights, and the

administración de sus bienes y teniendo a mi juicio la capacidad legal  
free administration of their property, and they have, in my judgement, the necessary

necesaria para este otorgamiento.  
legal capacity to grant this voluntary mortgage.

EXPONEN  
WITNESSETH

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas  
FIRST: That the mortgagor is the owner of the farm or farms described in

en el párrafo UNDECIMO así como de todos los derechos e intereses  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same

en las mismas denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los  
SECOND: That the property mortgaged herein is subject to the liens

gravámenes que se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

COPIA CERTIFICADA





**TERCERO:** Que el deudor hipotecario viene obligado para con Estados -----  
**THIRD:** That the mortgagor has become obligated to the United States America, -----

Unidos de América, actuando por conducto de la Administración de -----  
 acting through the Farmers Home Administration, -----

Hogares de Agricultores, denominado de aquí en adelante el "acreedor  
 hereinafter called the "mortgagee" in connection with -----

Hipotecario", en relación con un préstamo o préstamos evidenciado por uno o  
 a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s) -----

más pagarés o convenio de subrogación, denominado el "pagaré" sean uno o  
 hereinafter called "the note" whether one or more. -----

más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales  
 It is required by the Government that additional monthly payments of one-twelfth of the taxes, -----

de una doceava parte de las contribuciones, avalúos (impuestos) primas de --  
 assessments, insurance premiums and other charges -----

seguros y otros cargos que se hayan estimado sobre la propiedad hipotecada.  
 estimated against the property. -----

**CUARTO:** Se sobreentiende que: -----  
**FOURTH:** It is understood that: -----

(UNO) El pagaré evidencia un préstamo o préstamos al deudor hipotecario --  
 (One) The note evidences a loan or loans to the mortgagor in the -----

por la suma de principal especificada en el mismo, concedido con el propósito  
 principal amount specified therein made with the purpose and intention -----

y la intención de que el acreedor hipotecario puede ceder el pagaré en -----  
 that the mortgagee, at any time, may assign the note -----

cualquier tiempo y asegurar su pago de conformidad con el Acta de mil ----  
 and insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One -----

novcientos sesenta y uno consolidando la Administración de Hogares de  
 consolidating the Farmers Home Administration or Title Five of -----

Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos ----  
 the Housing Act of Nineteen Hundred and Forty-Nine, as amended. -----

cuarenta y nueve, según ha sido enmendada. -----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, --  
 (Two) When payment of the note is guaranteed by the mortgagee -----

puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez  
 it may be assigned from time to time and each holder of the insured note, in turn -----

será el prestamista asegurado. -----  
 will be the insured lender. -----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el  
 (Three) When payment of the note is insured by the mortgagee, the -----

acreedor hipotecario otorgará y entregará al prestamista asegurado -----  
 mortgagee will execute and deliver to the insured lender along -----

conjuntamente con el pagaré un endoso de seguro garantizando totalmente el  
 with the note an insurance endorsement insuring the payment of the note fully to principal ----

pago del principal e intereses de dicho pagaré. -----  
 and interest. -----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
 (Four) At all times when payment of the note is insured by the mortgagee. -----

COPIA CERTIFICADA





COPIA CERTIFICADA

hipotecario, el acreedor hipotecario, por convenio con el prestamista -----  
the mortgagee by agreement with the insured lender -----

asegurado, determinarán en el endoso de seguro la porción del pago de -----  
set forth in the insurance endorsement will be entitled to a specified portion of the interest -----

intereses del pagaré que será designada como "cargo anual". -----  
payments on the note, to be designated the "annual charge". -----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el -----  
(Five) A condition of the insurance of payment of the note will be that the holder -----

tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y -----  
will forego his rights and remedies against the mortgagor and any -----

cualesquiera otros en relación con dicho préstamo así como también a los -----  
others in connection with said loan, as well as benefit -----

beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y -----  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the -----

a requerimiento del acreedor hipotecario endosará el pagaré al acreedor ---  
mortgagee's request will assign the note to the mortgagee should the mortgagor -----

hipotecario en caso de violación de cualquier convenio o estipulación aquí -----  
violate any covenant or agreement contained herein, in the note, or any -----

contenida o en el pagaré o en cualquier convenio suplementario por parte del -----  
supplementary agreement. -----

deudor. -----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en -----  
(Six) It is the purpose and intent of this mortgage that, among other things, -----

todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el -----  
at all times when the note is held by mortgagee, or in the event the -----

caso que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta -----  
mortgagee should assign this mortgage without insurance of the note, this mortgage -----

hipoteca garantizará el pago del pagaré pero cuando el pagaré esté en poder -----  
shall secure payment of the note; but when the note is held by an insured -----

de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o -----  
lender, this mortgage shall not secure payment of the note or attach to -----

formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré -----  
the debt evidenced thereby, but as to the note and such debt -----

y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al -----  
shall constitute an indemnity mortgage to secure the mortgagee -----

acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por ---  
against loss under its insurance endorsement by reason of any default -----

causa de cualquier incumplimiento por parte del deudor hipotecario. -----  
by the mortgagor. -----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el -----  
FIFTH: That, in consideration of said loan and (a) at all times when the note -----

pagaré sea conservado por el acreedor hipotecario, o en el caso de que el -----  
is held by the mortgagee, or in the event the mortgagee -----

acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del -----  
should assign this mortgage without insurance of the payment of the note, in guarantee of the -----

COPIA CERTIFICADA

pagaré y en garantía del importe del pagaré según se especifica en el -----  
of the amount of the note as specified in subparagraph (one) of paragraph NINTH -----

subpárrafo (Uno) del Párrafo NOVENO con sus intereses al tipo estipulado y  
hereof, with the interest at the rate stipulated, and to secure prompt payment of the -----

para asegurar el pronto pago de dicho pagaré, su renovación cualquier -----  
note and any renewals and extensions thereof and any agreements contain therein -----

convenio contenido en el mismo, o extensión y (b) en todo tiempo que el -----  
(b) at all times when the note is held by an insured lender, in guarantee -----

pagaré sea poseído por el prestamista asegurado en garantía de las sumas ----  
of the amounts specified in subparagraph 9 Two of paragraph NINTH hereof -----

especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado  
for securing the performance of the mortgagor's agreement -----

para garantizar el cumplimiento del convenio del deudor hipotecario de -----  
herein to indemnify and save harmless the mortgagee against loss under its -----

indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el --  
insurance endorsements by reason of any default by the mortgagor, -----

endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en  
and (c) in any event and at all times whatsoever, in guarantee of the -----

cualquier caso y en todo tiempo en garantía de las sumas adicionales -----  
additional amounts specified in -----

consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento  
subparagraph (Three) of the paragraph NINTH hereof, and to secure the -----

y para asegurar el cumplimiento de todos y cada uno de los convenios y del --  
performance of every covenant and agreement of the mortgagor -----

deudor hipotecario aquí contenidos o en cualquier otro convenio -----  
contained herein or in any supplementary agreement, the mortgagor -----

suplementario, el deudor hipotecario por la presente constituye hipoteca ----  
hereby constitutes a voluntary mortgage -----

voluntaria a favor del acreedor hipotecario sobre los bienes descritos en el ---  
in favor of the mortgagee on the property described in -----

párrafo UNDECIMO más adelante, así como sobre los derechos, intereses ---  
paragraph ELEVENTH hereof, together with all rights, -----

servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos,  
interests easements, hereditaments and appurtenances thereto belonging, -----

toda renta, crédito, beneficios de los mismos, y todo producto e ingreso de los  
the rents, issues and profits thereof and revenues and -----

mismos, toda mejora o propiedad personal en el presente o que en el futuro se  
income therefrom, all improvements and personal property now or -----

adhiera o que sean razonablemente necesarias para el uso de los mismos, ----  
later attached thereto or reasonably necessary to the use thereof, -----

sobre las aguas, los derechos de agua o acciones en los mismos, -----  
all water, water rights and shares in the same pertaining to -----

pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al  
the farms and all payments at any time owing to the mortgagor -----

deudor hipotecario por virtud de la venta, arrendamiento, transferencia, -----  
by virtue of any sale, lease, transfer, conveyance or total or -----

COPIA CERTIFICADA

enajenación o expropiación total o parcial de o por daños a cualquier parte de  
partial condemnation of or injury to any part thereof or interest -----

las mismas o a los intereses sobre ellas, siendo entendido que este gravamen  
therein, it being understood that this lien will -----

quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el  
continue in full force and effect until all amounts as specified -----

párrafo NOVENO con sus intereses antes y después del vencimiento hasta ----  
in paragraph NINTH hereof, with interest before and -----

que los mismos hayan sido pagados en su totalidad. -----  
after maturity until paid, have been paid in full. -----

En caso de ejecución, los bienes responderán del pago del principal, los ----  
In case of foreclosure, the property will be answerable for the payment of the principal, -----

intereses antes y después del vencimiento, hasta su total solvento, pérdida ----  
interest thereon before and after maturity until paid, losses sustained by the -----

sufrida por el acreedor hipotecario como asegurador del pagaré, -----  
mortgagee as insurer of the note, taxes, insurance premiums, and -----

contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el  
other disbursements and advances by the mortgagee for the mortgagor's account -----

acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta  
with interest until repaid to the mortgagee, costs, expenses and -----

que sean pagados al acreedor hipotecario, costas, gastos y honorarios de ----  
attorney's fees of the mortgagee -----

abogado del acreedor hipotecario, toda extensión o renovación de dichas ----  
all extensions and renewals of any of -----

obligaciones con intereses sobre todas y todo otro cargo o suma adicional ----  
said obligations, with interest on all and all other charges and additional -----

especificada en el párrafo NOVENO de este documento. -----  
amounts as specified in paragraph NINTH thereof. -----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente: -----  
SIXTH: That the mortgagor specifically agrees as follows: -----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier  
(One) To pay promptly when due any indebtedness -----

deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor  
loss under its insurance of payment of the note by reason of any default by the mortgagor. -----

hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista  
At all times when the note is held by an insured lender, the -----

asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho  
mortgagor shall continue to make payments on the note to the mortgagee, -----

pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder. -----

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y ----  
(Two) To pay to the mortgagee any initial fee for inspection and appraisal -----

tasación y cualquier cargo por delincuencia requerido en el presente o en el  
and any delinquency charges, now or hereafter required by -----

COPIA CERTIFICADA

futuro por los reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration. -----

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista -----  
(Three) At all times when the note is held by an insured lender, -----

asegurado, cualquier suma adeudada y no pagada bajo los términos del -----  
any amount due and unpaid under the terms of the note, less -----

pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor -----  
the amount of the annual charge, may be paid by the mortgagee to the holder -----

hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en  
of the note to the extent provided in the insurance endorsement -----

el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del  
referred to in paragraph FOURTH hereof for the account -----

deudor hipotecario. -----  
of the mortgagor. -----

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste  
Any amount due and unpaid under the terms of the note, whether -----

poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser  
it is held by the mortgagee or by an insured lender, may be credited -----

acreditado por el acreedor hipotecario al pagaré y en su consecuencia -----  
by the mortgagee on the note and thereupon shall constitute an advance -----

constituirá un adelanto por el acreedor hipotecario por cuenta del deudor -----  
by the mortgagee for the account -----

hipotecario. -----  
of the mortgagor. -----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este --  
Any advance by the mortgagee as described in this -----

subpárrafo devengará intereses a razón del CINCO por ciento ( 5 %) -----  
subparagraph shall bear interest at the rate of ----- FIVE ----- percent -----

anual a partir de la fecha en que venció el pago hasta la fecha en que el ----  
per annum from the date on which the amount of the advance was due to the date of payment -----

deudor hipotecario lo satisfaga. -----  
to the mortgagee. -----

(Cuarto) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note insured by the mortgagee, any -----

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, -----  
and all amount advanced by mortgagee for property insurance premiums, -----

reparaciones, gravámenes u otra reclamación en protección de los bienes ----  
repairs, liens and other claims, for the protection of the mortgaged property, -----

hipotecarios o para contribuciones o impuestos u otro gasto similar por razón  
or for taxes or assessments or other similar charges by reason of the -----

de haber el deudor hipotecario dejado de pagar los mismos, devengará -----  
mortgagor's failure to pay the same, shall bear interest at the rate -----

intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha  
stated in the next preceding subparagraph from the date -----

de dichos adelantos hasta que los mismos sean satisfechos por el deudor ----  
of the advance until repaid to the -----

COPIA CERTIFICADA

hipotecario. -----  
mortgagee. -----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta  
(Five) All advances made by mortgagee as described in this mortgage, -----

hipoteca con sus intereses vencerá inmediatamente y será pagadero por el ---  
with interest, shall be immediately due and payable by the mortgagor -----

deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento ---  
to mortgagee without demand at the -----

alguno en el sitio designado en el pagaré y será garantizado por la presente  
place designated in the note and shall be guaranteed hereby. -----

hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al  
No such advance by mortgagee shall relieve the mortgagor from breach of his -----

deudor hipotecario de su obligación del convenio de pagar. Dichos adelantos,  
convenant to pay. Such advances, -----

con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor  
with interest shall be repaid from the first available collections received from -----

hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor ---  
mortgagor. Otherwise, any payments made by mortgagor -----

hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor --  
may be applied on the note or any indebtedness to -----

hipotecario aquí garantizada en el orden que el acreedor hipotecario -----  
mortgagee secured hereby, in any order mortgagee -----

determinare. -----  
determines. -----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente ---  
(Six) To use the loan evidenced by the note solely -----

para los propósitos autorizados por el acreedor hipotecario. -----  
for purposes authorized by mortgagee. -----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales,  
(Seven) To pay when due all taxes, special assessments, liens -----

gravámenes y cargas que graven los bienes o los derechos o intereses del ----  
and charges encumbering the property or the right or interest of mortgagee -----

deudor hipotecario bajo los términos de esta hipoteca. -----  
under the terms of this mortgage. -----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según ----  
(Eight) To procure and maintain insurance against fire and other hazards as required -----

requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en  
by mortgage on all existing buildings and improvements on the property -----

los bienes o cualquier otra mejora introducida en el futuro. El seguro contra  
and on any buildings and improvements put there on in the future. The insurance -----

fuego y otros riesgos serán en la forma y por las cantidades, términos y ----  
against fire and other hazards will be in the form and amount and on terms and -----

condiciones que aprobare el acreedor hipotecario. -----  
conditions approved by mortgagee. -----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar  
(Nine) To keep the property in good conditions and promptly make all -----

las reparaciones necesarias para la conservación de los bienes: no cometerá ni  
 necessary repairs for the conservation of the property: he will not commit nor -----

permitirá que se cometa ningún deterioro de los bienes; ni removerá ni -----  
 permit to be committed any deterioration of the property; he will not remove nor -----

demolerá ningún edificio o mejora en los bienes, ni cortará, ni removerá ----  
 demolish any building or improvement on the property; nor will he cut or remove wood -----

madera de la finca, ni removerá ni permitirá que se remueva grava, arena, ----  
 from the farm nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other -----

aceite, gas, carbón u otros minerales sin el consentimiento del acreedor -----  
 minerals without the consent of mortgagee, and will -----

hipotecario y prontamente llevará a efecto las reparaciones en los bienes que  
 promptly carry out the repairs on the property that the mortgagee may -----

el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario  
 request from time to time. Mortgagor shall comply with such -----

cumplirá con aquellas prácticas de conservación de suelo y los planes de la  
 farm conservation practices and farm and home -----

finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda -----  
 management plans as mortgagee from time to time may -----

prescribir. -----  
 prescribe. -----

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se  
 (Ten) If this mortgage is given for a loan to a farm owner as identified -----

identifica en los reglamentos de la Administración de Hogares de -----  
 in the regulations of the Farmer's Home Administration, -----

Agricultores, el deudor hipotecario personalmente operará los bienes por si y  
 mortgagor will personally operate the property with his own and -----

por medio de su familia como una finca y para ningún otro propósito y no ----  
 his family labor as a farm and for no other purpose and will not -----

arrendará la finca ni parte de ella a menos que el acreedor hipotecario -----  
 lease the farm or any part of it -----

consienta por escrito en otro método de operación o al arrendamiento. -----  
 unless mortgagee agrees in writing to any other method of operation or lease, -----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
 (Eleven) To submit in the form and manner mortgagee may require, -----

información de sus ingresos y gastos y cualquier otra información relacionada  
 information as to his income and expenses and any other information in regard to the -----

con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y  
 operation of the property, and to comply with all laws, ordinances, and -----

reglamentos que afecten los bienes o su uso. -----  
 regulations affecting the property or its use. -----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo -----  
 (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times -----

tiempo el derecho a inspeccionar y examinar los bienes con el fin de -----  
 to inspect and examine the property for the purpose of ascertaining whether or not -----

determinar si la garantía otorgada está siendo mermada o deteriorada, y si ---  
 the security given is being lessened or impaired, and if such inspection or examination shall ---

COPIA CERTIFICADA



dicho examen o inspección determinare, a juicio del acreedor hipotecario, que  
disclose, in the judgement of mortgagee, that the security given is being -----

la garantía mermada o deteriorada, tal condición se considerará como una ---  
lessened or impaired, such condition shall be deemed a breach -----

violación por parte del deudor hipotecario de los convenios de esta hipoteca.  
by the mortgagor of the covenants of this mortgage. -----

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de  
(Thirteen) If any other person interferes with or contest the right of possession -----

posesión del deudor hipotecario a los bienes, el deudor hipotecario -----  
of the mortgagor to the property, the mortgagor will immediately notify -----

inmediatamente notificará al acreedor hipotecario de dicha acción y el -----  
mortgagee of such action, and mortgagee -----

acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos  
at its option may institute the necessary proceedings -----

que fueren necesarios en defensa de sus intereses, y los gastos y desembolsos  
in defense of its interest, and any costs or expenditures -----

incurrido por el acreedor hipotecario en dichos procedimientos, serán -----  
incurred by mortgagee by said proceedings will be -----

cargados a la deuda del deudor hipotecario y se considerarán garantizados por  
charged to the mortgage debt and considered by -----

esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para ----  
this mortgage within the additional credit of the mortgage clause for -----

adelantos, gastos y otros pagos. -----  
advances, expenditures and other payments. -----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere ----  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect -----

vigente esta hipoteca, abandonare los bienes o voluntariamente se los -----  
should abandon the property or voluntarily deliver it to mortgagee, -----

entregase al acreedor hipotecario, para tomar posesión de los bienes, -----  
mortgagee is hereby authorized and empowered to take possession of the property, -----

arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos  
to rent and administer the same and collect the rents, benefits, and income -----

de los mismos y aplicarlos en primer término a los gastos de cobro y -----  
from the same and apply them first to the costs of collection and -----

administración y en segundo término al pago de la deuda evidenciada por el  
administration and secondly to the payment of the debt evidenced by the -----

pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el  
note or any indebtedness to mortgagee hereby guaranteed, -----

orden y manera que acreedor hipotecario determinare. -----  
in what ever order and manner mortgagee may determine. -----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el  
(Fifteen) At any time that mortgagee determines that mortgagor -----

deudor hipotecario puede obtener un préstamo de una asociación de crédito  
may be able to obtain a loan from a credit association for production, -----

COPIA CERTIFICADA

para producción, de un Banco Federal u otra fuente responsable, cooperativa  
a Federal Bank or other responsible source, cooperative or private, -----

o privada, a un tipo de interés y términos razonables para préstamos por -----  
at a rate of interest and reasonable periods of time and purposes, -----

tiempo y propósitos similares, el deudor hipotecario, a requerimiento del ----  
mortgagor, at mortgagor's request will apply for and accept -----

acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad -----  
said loan in sufficient amount to pay the note and other indebtedness -----

suficiente para pagar por las acciones necesarias en la agencia cooperativa en  
secured hereby and to purchase any necessary shares of stock in the cooperative -----

relación con dicho préstamo. -----  
agency in regard to said loan. -----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones -----  
(Sixteen) Should default occur in the performance or discharge of any obligation -----

garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra ----  
secured by this mortgage, or should mortgagor, or any one of the persons -----

persona incluida como deudor hipotecario faltare en el pago de cualquier ----  
herein called mortgagor, default in the payment of any -----

cantidad o violare o no cumpliera con cualquier cláusula, condición, -----  
amounts or violate or fail to comply with any clause, condition, -----

estipulación o convenio o acuerdo aquí contenido o en cualquier convenio ---  
stipulation, covenant, or agreement contained herein, or any -----

suplementario, o falleciere o se declarare o fuere declarado incompetente, en  
supplementary agreement, or died or be declared an incompetent, -----

quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los  
a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, -----

bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, ----  
or should the property or any part thereof of interest therein be assigned, -----

vendidos, arrendados, transferido o gravados voluntariamente o de otro modo,  
sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise -----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor -----  
without the written consent of mortgagee, mortgagee is -----

hipotecario es irrevocablemente autorizado y con poderes, a su opción sin ----  
irrevocably authorized and empowered, at its option, and without -----

notificación: (Uno) a declarar toda deuda no pagada bajo los términos del ---  
notice: (One) to declare all amounts unpaid under the note, and -----

pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, -----  
any indebtedness to the mortgagee secure hereby, -----

inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con  
immediately due and payable and to foreclose this mortgage in accordance -----

la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables  
with law and the provisions hereof; (Two) to incur and pay reasonable expenses -----

para la reparación o mantenimiento de los bienes y cualquier gasto u -----  
for the repair for and maintenance of the property and any expenses and obligations -----

obligación que el deudor hipotecario no pagó según se conviniere en esta ----  
that mortgagor did not pay as agreed in this mortgage, -----

COPIA CERTIFICADA

COPIA CERTIFICADA

hipoteca, incluyendo contribuciones, impuestos, prima de seguro y cualquier  
including taxes, assessments, insurance premium, and any other -----

otro pago o gasto para la protección y conservación de los bienes y de esta ---  
expenses or costs for the protection and preservation of the property and this mortgage, -----

hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de  
or for compliance with any of the provisions of this mortgage; and (Three) -----

solicitar la protección de la ley. -----  
request the protection of the law. -----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor -----  
(Seventeen) Mortgagor will pay, or reimburse mortgagee -----

hipotecario todos los gastos necesarios para el fiel cumplimiento de los -----  
for all necessary expenses for the fulfillment of the covenants and -----

convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro -----  
agreements of this mortgage and of the note and of any supplementary -----

convenio suplementario, incluyendo los gastos de mensura, evidencia de -----  
agreement, including the costs of survey, evidence of title, court costs, -----

título, costas, inscripción y honorarios de abogados. -----  
recordation fee and attorney's fees. -----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir  
(Eighteen) Without in any manner affecting the right of the mortgagee to require -----

y hacer cumplir en una fecha subsiguiente a los mismos convenios, acuerdos u  
and enforce performance at a subsequent date of the same, similar or other covenant, -----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la ---  
agreement, obligation herein set forth, and without affecting the -----

responsabilidad de cualquier persona para el pago del pagaré o cualquier otra  
liability of any person for payment of the note or any indebtedness -----

deuda aquí garantizada y sin afectar el gravamen impuesto sobre los bienes o  
secured hereby, and without affecting the lien created upon said property or the priority -----

la prioridad del gravamen, el acreedor hipotecario es por la presente -----  
of said lien, the mortgagee is hereby authorized and empowered -----

autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento  
at any time (One) waive the performance of any covenant -----

de cualquier convenio u obligación aquí contenida o en el pagaré o en -----  
or obligation contained herein or in the note or any -----

cualquier convenio suplementario (Dos) negociar con el deudor hipotecario o  
supplementary agreement; (Two) deal in any way with mortgagor or grant to -----

conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión  
mortgagor any indulgence or forbearance or extension -----

de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho  
of the time for payment of the note (with the consent of the holder -----

pagaré cuando esté en manos de un prestamista asegurado) o para el pago de  
of the note when it is held by an insured lender) or for payment -----

cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres)  
of any indebtedness to mortgagee hereby secured; or (Three) execute -----

otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de  
and deliver partial releases of any part of said property from the -----

la hipoteca aquí constituida u otorgar diferimiento o postergación de esta ----  
 lien hereby created or grant deferment or postponement of -----

hipoteca a favor de cualquier otro gravamen constituido sobre dichos bienes.  
 this mortgage to any other lien over said property. -----

(Diecinueve) Todos los derechos, título e interés en y sobre la presente -----  
 (Nineteen) All right, title and interest in or to this mortgage, -----

hipoteca, incluyendo pero no limitando el poder de otorgar consentimiento, --  
 including but not limited to the power to grant consents, -----

cancelaciones parciales, subordinación, cancelación total, radica sola y -----  
 partial releases, subordinations, and satisfaction, shall be vested solely and -----

exclusivamente en el acreedor hipotecario y ningún prestamista asegurado ---  
 exclusively in mortgagee, and no insured lender -----

tendrá derecho, título o interés alguno en o sobre el gravamen y los beneficios  
 shall have any right, title or interest in or to the lien or any benefits -----

aquí contenidos. -----  
 herein contained. -----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de  
 (Twenty) Default hereunder shall constitute default -----

cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes -----  
 under any other real estate or crop or chattel mortgage held -----

muebles poseída o asegurada por el acreedor hipotecario y otorgada o -----  
 or insured by mortgagee and executed or assumed -----

asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de  
 by mortgagor, and default under any such other security -----

dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.  
 instrument shall constitute default hereunder. -----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca  
 (Twenty-One) All notices to be given under this mortgage shall -----

será remitido por correo certificado a menos que se disponga lo contrario por  
 be sent by certified mail unless otherwise required by Law, -----

ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado  
 and shall be addressed until some other address is designated in a notice so given -----

al efecto, en el caso del acreedor hipotecario a Administración de Hogares de  
 in the case of mortgagee to Farmer's Home Administration, -----

Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, ---  
 United States Department of Agriculture, San Juan -----

Puerto Rico y en el caso del deudor hipotecario, a él a la dirección postal de  
 Puerto Rico, and in the case of mortgagor to him at the post office -----

su residencia según se especifica más adelante.-----  
 address of his residence as stated hereinafter. -----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
 (Twenty-Two) Mortgagor by these presents grants to mortgagee -----

el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
 the amount of any judgment obtained by reason of condemnation proceedings -----

público de los bienes o parte de ellos así como también el importe de la -----  
 for public use of the property or any part thereof as well as the amount of -----

Copia Certificada

*[Handwritten signature]*

sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el  
any judgment for damages caused to the property. The mortgagee will apply -----

importe así recibido al pago de los gastos que incurriere en su cobro y el ----  
the amount so received to the payment of costs incurred in its collection and the -----

balance al pago del pagaré y cualquier cantidad adeudada al acreedor -----  
balance to the payment of the note and any indebtedness to the mortgagee -----

hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se ----  
secured by this mortgage, and if any amount then remains, will pay -----

reembolsará al deudor hipotecario. -----  
such amount to mortgagor. -----

**SEPTIMO:** Para que sirva de tipo a la primera subasta que deberá celebrarse  
**SEVENTH:** That for the purpose of the first sale to be held in case -----

en caso de ejecución de esta hipoteca; de conformidad con la ley hipotecaria,  
of foreclosure of this mortgage, in conformity with the mortgage law -----

según enmendada, el deudor hipotecario por la presente tasa los bienes -----  
as amended, mortgagor does hereby appraise the mortgaged property -----

hipotecados en la suma de **DOSCIENTOS MIL DOLARES (\$200,000.00)**.  
in the amount of **TWO HUNDRED THOUSAND DOLLARS**, -----

**OCTAVO:** El deudor hipotecario por la presente renuncia al trámite de ----  
**EIGHTH:** Mortgagor hereby waives the requirement of law and agrees -----

requerimiento y se considerará en mora sin necesidad de notificación alguna  
to be considered in default without the necessity of any notification of default -----

por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos  
or demand for payment on the part of mortgagee. This mortgage is subject -----

de la Administración de Hogares de Agricultores ahora en vigor y a futuros  
to the rules and regulations of the Farmer's Home Administration now in effect, -----

reglamentos, no inconsistentes con los términos de esta hipoteca, así como  
and to its future regulations not inconsistent with the provision of this mortgage, -----

también sujeta a las leyes del Congreso de los Estados Unidos de América que  
as well as to the laws of the Congress of the United States of America -----

autorizan la asignación y aseguramiento del préstamo antes mencionado. ----  
authorizing the making and insuring of the loan hereinbefore mentioned. -----

**NOVENO:** Las cantidades garantizadas por esta hipoteca son las siguientes:  
**NINTH:** The amounts guaranteed by this mortgage are as follows: -----

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO  
One. At all times when the note mentioned in paragraph THIRD of -----

de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el ----  
this mortgage is held by mortgagee, or in the event -----

acreedor hipotecario cedere esta hipoteca sin asegurar el pagaré: -----  
mortgagee should assign this mortgage without insurance of the note, -----

**DOSCIENTOS MIL DOLARES (\$200,000.00)** -----  
**TWO HUNDRED THOUSAND DOLLARS** -----

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated therein at the rate of -----

**CINCO por ciento ( 5 %) anual;** -----  
**FIVE percent per annum;** -----

COPIA CERTIFICADA

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista -----  
Two. At all times when said note is held by an insured lender: -----

asegurado: -----

(A) DOSCIENTOS MIL DOLARES (\$200,000.00) -----  
(A) TWO HUNDRED THOUSAND DOLLARS -----

para indemnizar al acreedor hipotecario por adelantos al prestamista -----  
for indemnifying the mortgage for advances to insured lender -----

asegurado por motivo del incumplimiento del deudor hipotecario de pagar los -----  
by reason of mortgagor's failure to pay the installments as -----

plazos según se especifica en el pagaré, con intereses según se especifica en el -----  
specified in the note, with interest as stated in -----

párrafo SEXTO, -----  
paragraph SIXTH, -----

Tercero; -----  
Three; -----

(B) TRESCIENTOS MIL DOLARES (\$300,000.00) -----  
(B) THREE HUNDRED THOUSAND DOLLARS -----

para indemnizar al acreedor hipotecario además contra cualquier pérdida que -----  
for indemnifying the mortgagee further against any loss it might -----

pueda sufrir bajo su seguro de pago del pagaré. -----  
sustain under its insurance of payment of the note; -----

Tres. En cualquier caso y en todo tiempo; -----  
Three. In any event and at all times whatsoever: -----

(A) CINCUENTA MIL DOLARES (\$50,000.00) -----  
(A) FIFTY THOUSAND DOLLARS -----

para intereses después de mora: -----  
for default interest: -----

(B) CUARENTA MIL DOLARES (\$40,000.00) -----  
(B) FORTY THOUSAND DOLLARS -----

para contribuciones, seguro y otros adelantos para la conservación y -----  
for taxes, insurance and other advances for the preservation -----

protección de esta hipoteca, con intereses al tipo -----  
and protection of this mortgage, with interest at the rate -----

estipulado en el párrafo SEXTO, Tercero; -----  
stated in paragraph SIXTH, Three; -----

(C) VEINTE MIL DOLARES (\$20,000.00) -----  
(C) TWENTY THOUSAND DOLLARS -----

para costas, gastos y honorarios de abogado en caso de ejecución; -----  
for costs, expenses and attorney's fees in case of foreclosure: -----

(D) VEINTE MIL DOLARES (\$20,000.00) -----  
(D) TWENTY THOUSAND DOLLARS -----

para costas y gastos que incurriere el acreedor -----  
for costs and expenditures incurred by the mortgagee -----

hipotecario en procedimientos para defender sus intereses contra cualquier -----  
in proceedings to defend its interest against any -----

persona que intervenga o impugne el derecho de posesión del deudor -----  
other person interfering with or contesting the right possession of mortgagee -----

COPIA CERTIFICADA



hipotecario a los bienes según se consigna el párrafo SEXTO, Trece. -----  
to the property as provided in paragraph SIXTH, Thirteen. -----

**DECIMO:** Que el (los) pagaré(s) a que se hace referencia en el párrafo ----  
**TENTH:** That the note(s) referred to in paragraph -----

**TERCERO** de esta hipoteca es (son) descrito(s) como sigue: -----  
**THIRD** of this mortgage is(are) described as follows: -----

"Pagaré otorgado en el caso número **SEIS, TRES, DOS, SEIS, CINCO** ----  
"Promisory note execute in case number -----

**OCHO, TRES, DOS, OCHO, SEIS, SIETE, OCHO, NUEVE** -----

**(6326583286789)**-----

fechado el día **tres (3) de diciembre de mil novecientos noventa y ocho** ----  
dated the -----

**(1998).** -----

por la suma de **DOSCIENTOS MIL DOLARES (\$200,000.00)** de principal  
in the amount of **TWO HUNDRED THOUSAND DOLLARS** of principal plus -----

más intereses sobre el balance del principal adeudado a razón del -----  
interest over the unpaid balance at the rate of -----

**CINCO (5%)** por ciento anual hasta tanto su -----  
**FIVE** percent per annum, -----

principal sea totalmente satisfecho según los términos, plazos, condiciones y  
until the principal is totally paid according to the terms, installments, conditions and -----

estipulaciones contenida en dicho pagaré y según acordados y convenido ----  
stipulation contained in the promissory note and as agreed between -----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda  
the borrower and the Government, except that the final installment of the entire -----

aquí representada, de no haber sido satisfecho con anterioridad, vencerá y será  
debt herein evidenced, if not sooner paid, will be due -----

pagadero a los **SIETE (7)** -----  
and payable **SEVEN** -----

años de la fecha de este pagaré. -----  
years from the date of this promissory note. -----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por  
Said promissory note is given as evidence of a loan made by the -----

el Gobierno al Prestatario de conformidad con la Ley del Congreso de los ----  
Government to the borrower pursuant to the law of the Congress of the -----

Estados Unidos de América denominada "Consolidated Farm and Rural -----  
United States of America known as "Consolidated Farm and Rural -----

Development Act of 1961" o de conformidad con el "Title V of Housing Act  
Development Act of 1961" or pursuant to "Title V of Housing Act of 1949", -----

of 1949", según enmendadas y está sujeto a los presentes reglamentos de la  
as amended, and is subject to the present regulations of the -----

Administración de Hogares de Agricultores y a los futuros reglamentos no  
Farmer's Home Administration and to its future regulations not -----

inconsistentes con dicha Ley. De cuya descripción, Yo, la Notario -----

COPIA CERTIFICADA

inconsistent with the express provision thereof. Of which description I, -----

autorizante, **DOY FE**, -----  
the authorizing Notary, **GIVE FAITH**, -----

**UNDECIMO:** Que la propiedad objeto de la presente escritura y sobre la que  
**ELEVENTH:** That the property object of this deed and over which -----

constituye Hipoteca voluntaria, se describe como sigue: -----  
voluntary mortgage is constituted, is describe as follows: -----

**RUSTICA: RUSTICA:** Predio de terreno denominado "Remanente" del plano, sito en el Sector San Diego del Barrio Pasto de Coamo, Puerto Rico, con una área superficial de NOVENTA Y SEIS CUERDAS CON OCHO MIL QUINIENTOS CUARENTA Y SIETE DIEZMILESIMAS DE CUERDA (96.8547 edas) equivalentes a trescientos ochenta mil seiscientos treinta y ocho punto noventa y siete (380,638.97) metros cuadrados, en lindes por el NORTE, con solares número tres (3) y cuatro (4), con el acceso al remanente y los solares cinco (5), seis (6) y siete (7) plano; por el SUR, con terrenos de Lilliam Dueño; por el Este, con terrenos segregados y por el OESTE, con el solar número ocho (8) del plano. -----

Según consta en la escritura número treinta y dos (32) de Segregación y Compraventa otorgada en Coamo, Puerto Rico, el día veintiséis (26) de marzo de mil novecientos noventa y ocho (1998) ante el notario público Antonio Ortiz Rodríguez, presentada para inscripción ante el Registro de la Propiedad de Barranquitas, el doce (12) de junio de mil novecientos noventa y ocho (1998), Diario trescientos cuarenta y siete (347), Asiento ciento ochenta y dos (182), la cual está pendiente a inscripción. -----

**INSCRITA** la finca principal al folio doscientos cuarenta y cuatro (244) del tomo setenta y ocho (78), finca número dos mil quinientos setenta y dos (2572) del Registro de la Propiedad de Coamo. -----

Adquirió las prestatarias la descrita finca, el cincuenta y siete por ciento ----  
Borrower acquired the describe property by -----

(57%) a favor de Nicolasa Santiago Ortiz y de Lilliam Dueño Santiago,  
por adjudicación en pago de herencia y el remanente de cuarenta y tres  
por ciento (43%) lo adquirió Lilliam Dueño Santiago por compraventa a  
José Antonio Dueño García, Nelly Milagros Dueño, Nydia Ivette Dueño y  
Cristóbal Dueño Rodríguez, -----

según consta en la Escritura Número CUARENTA Y UNO (41), -----  
pursuant to Deed Number -----

CUARENTA Y DOS (42) Y CUARENTA Y TRES (43) -----

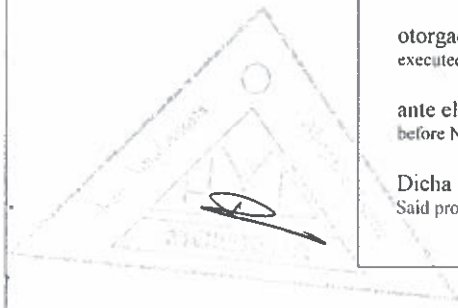
de fecha 30 de abril de mil novecientos ochenta y tres ( 1983) -----  
dated -----

otorgada en la ciudad de Coamo, Puerto Rico -----  
executed in the city of Coamo, Puerto Rico -----

ante el Notario Enrique Corchado Juarbe -----  
before Notary -----

Dicha propiedad se encuentra afecta a hipoteca constituida por Lilliam ----  
Said property is -----

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Dueño y Nicolasa Santiago Ortiz en garantía de pagaré a favor de P.R. —  
Farm Credit ACA, o a su orden, por la suma de DOSCIENTOS -----  
OCHENTA MIL DOLARES (\$280,000.00), con intereses al siete punto --  
setenta y cinco por ciento (7.75%) anual fluctuante, vencederó el -----  
primero (1) de septiembre del dos mil catorce (2014) , según consta de la  
escritura número cincuenta y cinco (55) otorgada en San Juan, Puerto ---  
Rico el diecisiete (17) de agosto de mil novecientos noventa y cuatro -----  
(1994) ante la notario Martha Aurora García Pineda, inscripción -----  
dieciocho (18). -----

**DUODECIMO:** Que comparecen en la presente escritura como Deudor ----  
**TWELFTH:** The parties appearing in the present deed as Mortgagors -----

hipotecarios: **LILLIAM SANTIAGO DUEÑO** , mayor de edad, -----  
are: -----

propietaria, con seguro social número 583-28-6789 y **NICOLASA** -----

**SANTIAGO ORTIZ**, mayor de edad, soltera, porpietaria, con seguro

social número 582-80-4096, ambas vecinas de Coamo, Puerto Rico. -----

cuya dirección postal es: **P.O. BOX 1593**

whose postal address is: **COAMO, PR 00769**

**DECIMO TERCERO:** El importe del préstamo aquí consignado se usó o  
**THIRTEENTH:** The proceeds of the loan herein guaranteed was used or will be -----

Será usado para fines agrícolas y la construcción y/o reparación y/o mejoras  
used for agricultural purposes and the construction and/or repair or improvement of the -----

de las instalaciones físicas en la finca(s) descrita(s). -----  
physical installations on the described farm(s). -----

**DECIMO CUARTO:** El prestatario ocupará personalmente y usará -----  
**FOURTEENTH:** The borrower will personally occupy and use -----

cualquier estructura que haya sido construida, mejorada o comprada con el  
any structure constructed, improved or purchased with the -----

importe del préstamo aquí garantizado y no arrendará o usará para otros fines  
proceeds of the loan herein guaranteed and shall not lease or use for other purposes -----

dicha estructura a menos que el Gobierno lo consienta por escrito. La ----  
said structure unless the Government so consents in writing. -----

violación de esta cláusula como la violación de cualquiera otro convenio o  
Violation of this clause as well as violation of any other agreement or clause -----

cláusula aquí contenida ocasionará el vencimiento de la obligación como si  
herein contained will cause the debt to become due as if the -----

todo el término hubiese transcurrido y en aptitud el Gobierno de declarar  
whole term had elapsed and the Government at its option may -----

vencido o pagadero el préstamo y proceder a la ejecución de la hipoteca.  
declare due and payable the loan and proceed to the foreclosure of the mortgage. -----

COPIA CERTIFICADA

**DECIMO QUINTO:** Esta hipoteca se extiende expresamente a toda -----  
**FIFTEENTH:** This mortgage expressly extends to all -----

construcción o edificación existente en la(s) finca(s) antes descrita(s) y a toda  
construction or building existing on the farm(s) hereinbefore described -----

mejora, construcción o edificación que se construya en dicha finca(s) durante  
and all improvement, construction, or building constructed on said farm(s) -----

la vigencia del préstamo hipotecario constituido a favor del gobierno, -----  
while the mortgage loan constituted in favor of the Government -----

verificada por los actuales dueños deudores o por su cesionarios o -----  
is in effect, made by the present owners or by their assignees -----

causahabientes. -----  
or successors. -----

**DECIMO SEXTO:** El deudor hipotecario por la presente renuncia -----  
**SIXTEENTH:** The mortgagor by these presents hereby waives -----

mancomunada y solidariamente por sí y a nombre de sus herederos -----  
jointly and severally for himself and on behalf of his heirs, -----

causahabientes, sucesores o representantes a favor del acreedor -----  
assignees, successors or representatives, in favor of mortgagee -----

(Administración de Hogares de Agricultores), cualquier derecho de Hogar  
(Farmer's Home Administration) any Homestead right (Homestead) -----

Seguro (Homestead) que en el presente o en el futuro pudiera tener en la ----  
that presently or in the future he may have in the -----

propiedad descrita en el párrafo undécimo y en los edificios allí enclavados o  
property described in paragraph eleventh and in the buildings -----

que en el futuro fueran construídos; renuncia esta permitida a favor de la ----  
thereon or which in the future may be constructed; this waiver being -----

Administración de Hogares de Agricultores por la Ley Número trece (13) del  
permitted in favor of the Farmer's Home Administration by Law Number Thirteen -----

veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 ----  
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) -----

L.P.R.A. 1851.-----  
31 L.P.R.A 1851. -----

**DECIMO SEPTIMO:** El acreedor y deudor hipotecario convienen en que  
**SEVENTEENTH:** Mortgagee and mortgagor agree that -----

cualquier estufa, horno, calentador comprado o financiado total o -----  
any stove, oven, water heater, purchased or financed or partially -----

parcialmente con fondos del préstamo aquí garantizado se considerará e -----  
with funds of the loan herein guaranteed, will be considered and -----

interpretará como parte de la propiedad gravada por esta Hipoteca. -----  
understood to form part of the property encumbered by this Mortgage. -----

**DECIMO OCTAVO:** El deudor hipotecario se compromete y se obliga a  
**EIGHTEENTH:** The mortgagor agrees and obligates himself to -----

mudarse y a ocupar la propiedad objeto de esta escritura dentro de los -----  
move and occupy the property object of this deed within the -----

próximos sesenta días a partir de la fecha de la inspección final: y en caso de  
following sixty days from the date of final inspection, and in the event of -----

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circunstancias imprevistas fuera del control del deudor hipotecario que le  
unforeseen circumstances beyond his control which would impede him -----

impidiera mudarse, éste lo notificará por escrito al Supervisor Local. -----  
to do so, he will notify it in writing to the County Supervisor. -----

**DECIMO NOVENO:** Toda mejora, construcción o edificación que se ----  
**NINETEENTH:** All improvement, construction or building -----

construya en dicha finca durante la vigencia antes mencionada deberá ser  
constructed on said farm(s) during the term hereinbefore referred to, -----

construida previa autorización por escrito del acreedor hipotecario conforme a  
must be made with the previous consent in writing of mortgagee in accordance -----

los reglamentos presentes y aquellos futuros que se promulguen de acuerdo a  
with present regulations or future ones that may be promulgated pursuant to -----

las leyes federales y locales no inconsistentes o incompatibles con las leyes  
the federal and local laws not inconsistent or incompatible with the present -----

actuales que gobierna estos tipos de préstamos. -----  
laws which govern these types of loans. -----

**VIGESIMO:** Este instrumento garantiza asimismo el rescate o recuperación  
**TWENTH:** This instrument also secures the recapture of -----

de cualquier crédito por intereses o subsidio que pueda otorgarse a los -----  
any interest credit or subsidy which may be granted -----

prestarios por el Gobierno de acuerdo con las disposiciones del Título -----  
to the borrower(s) by the Government pursuant -----

Cuarentidos del Código de Estados Unidos Sección Mil Cuatrocientos -----  
to Forty-Two U.S.C. Fourteen Ninety -a- -----

Noventa -a- (42 U.S.C. 1490a). -----  
(42 U.S.C. 1490a) -----

---Donde dice Estados Unidos de América actuando por conducto de la  
Administración de Hogares debe decir Estados Unidos de América actuando  
por conducto de la Administración Farm Service Agency (Agencia de  
Servicios Agrícolas) que es su nombre actual.-----

---Por tratarse de un préstamo de recursos limitados, según indicado en el  
Pagaré, el Gobierno puede cambiar el porciento de interés de acuerdo con los  
reglamentos de la Administración de Hogares de Agricultores. -----

**ACEPTACION**  
**ACCEPTANCE**

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn -----

vez, YO, la Notario autorizante, le (les) hice las advertencias legales -----  
once, I, the authorizing Notary, have made to him (them) the pertinent legal -----

pertinentes.-----  
warnings. -----

Así lo dicen y otorgan ante mí, la Notario autorizante, el (los) -----  
So they say and execute before me, the authorizing Notary, the -----

COPIA CERTIFICADA



compareciente(s) sin requerir la presencia de testigos después de renunciar su  
appearing party (parties) without demanding the presence of witnesses after waiving -----

derecho a ello del que le(s) advertí. -----  
His (their) right to do so of which I advised him (them) -----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party (parties) he (they) ratify its -----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta -----  
contents, place (s) his (their) initials on each of the folios of this -----


escritura incluyendo el último, y la firma(n) todos ante mí, la Notario -----  
deed including the last one, and all sign before me, the authorizing Notary -----

autorizante, que DOY FE de todo lo contenido en esta escritura. -----  
who GIVES FAITH to everything contained in this deed. -----

---La Notario autorizante ha advertido a las partes comparecientes de manera  
especial lo referente a la necesidad de presentar copia certificada de la  
presente escritura en el Registro de la Propiedad correspondiente para que  
pueda manifestarse a plenitud los efectos legales pertinentes a este  
instrumento, así como los derechos pagaderos en comprobantes o sellos de  
Rentas Internas necesarios.-----

---La Notario ha advertido además, a los comparecientes que la presente  
escritura pública se ha otorgado conforme al contenido de un estudio de título  
de fecha dos (2) de diciembre de mil novecientos noventa y ocho (1998)  
preparado por Ana Echevarría y no por la Notario autorizante; que el estudio  
de título no es un seguro de título y refleja solamente la realidad registral de  
dicho inmueble a la fecha de dicho estudio; que por más reciente que sea, no  
cierra el registro, ni excluye la posibilidad de que se hayan presentado otros  
documentos relacionados a esta propiedad con posterioridad a esa fecha. ----

Y DE TODO LO CONTENIDO EN ESTE INSTRUMENTO PUBLICO  
y de quedar adheridos y cancelados los correspondientes sellos de Rentas  
Internas y el Sello del Impuesto Notarial del Colegio de Abogados de Puerto  
Rico, YO, la Notario, que firmo, rubrico, signo y sello en Ponce, Puerto Rico,  
DOY FE.-----

*[Handwritten signature]* *[Handwritten initials]* *A103*  


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Firmado, signado, sellado y rubricado Dayre Am: 11  
 tiene adheridos y cancelados los correspondientes sellos de Rentas  
 Internas y el Impuesto Notarial del Colegio de Abogados de Puerto Rico.  
 Suscritas las iniciales de los otorgantes en todos los folios de la escritura  
 matriz y firmado el último folio por los otorgantes así como estampados  
 sellos y rubrica del notario autorizante.

CORRESPONDE bien y fielmente con el original de su contenido  
 obrante bajo el número antes indicado en el protocolo de Instrumentos  
 Públicos de esta Notaría, del año indicado en la misma, al cual me  
 remito. EN FE DE LO CUAL, expido la presente Acta  
 COPIA CERTIFICADA, la cual consta de 20 folios útiles, que firmo  
 signo sellado y rubrico en Ponce Puerto Rico  
 de die de 98 para parte interesada.

Dayre Am: 11 A103  
 Notario Público

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Notificado hoy 3 de abril del 2000

[Signature]

Suspendido Termina de Faltas 15 días por haberse recibido hoy documento para la corrección de falta.

BGP, P. R. a 1 de junio de 2000  
Elián Rivera  
 Registrador u Oficial

Notificado hoy 11-julio-2000

[Signature]

[Signature]  
 Notario  
BGP, P. R. a 11 de sept de 2000

[Signature]

ESCRITURA NUMERO DOS  
NUMBER

-----HIPOTECA VOLUNTARIA-----  
VOLUNTARY MORTGAGE

En Ponce, Puerto Rico, a los siete (7) días del mes de enero de mil --  
novecientos noventa y nueve (1999) .-----

-----ANTE MI-----  
BEFORE ME

-----DAYRA AMILL ACOSTA-----

Abogada y Notario Público de la Isla de Puerto Rico con residencia en Ponce,  
Attorney and Notary Public for the Island of Puerto Rico, with residence in Ponce, Puerto Rico

y oficina en Ponce, Puerto Rico.-----  
and office in Ponce, Puerto Rico. -----

-----COMPARECEN-----  
APPEAR

---Las personas nombradas en el párrafo DUODECIMO de esta hipoteca ----  
The persons named in paragraph TWELFTH of this mortgage -----

denominados de aquí en adelante el "deudor hipotecario" y cuyas ----  
hereinafter called the "mortgagor" and whose personal circumstances appear -----

circunstancias personales aparecen de dicho párrafo.-----  
from said paragraph.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus ----  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to -----

dichos de su edad, estado civil, profesión y vecindad.-----  
their statements which I believe to be true of their age, civil status, profession and -----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre ----  
residence. They assure me that they are in full enjoyment of their civil rights, and the -----

administración de sus bienes y teniendo a mi juicio la capacidad legal ----  
free administration of their property, and they have, in my judgement, the necessary -----

necesaria para este otorgamiento.-----  
legal capacity to grant this voluntary mortgage.-----

-----EXPONEN-----  
WITNESSETH

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas ----  
FIRST: That the mortgagor is the owner of the farm or farms described in -----

en el párrafo UNDECIMO así como de todos los derechos e intereses ----  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same -----

en las mismas denominada de aquí en adelante "los bienes".-----  
hereinafter referred to as "the property". -----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los ----  
SECOND: That the property mortgaged herein is subject to the liens -----

gravámenes que se especifican en el párrafo UNDECIMO.-----  
specified in paragraph ELEVENTH herein.-----

COPIA CERTIFICADA



**TERCERO:** Que el deudor hipotecario viene obligado para con Estados -----  
**THIRD:** That the mortgagor has become obligated to the United States America, -----

Unidos de América, actuando por conducto de la Administración de -----  
acting through the Farmers Home Administration.-----

Hogares de Agricultores, denominado de aquí en adelante el "acreedor  
hereinafter called the "mortgagee" in connection with -----

Hipotecario", en relación con un préstamo o préstamos evidenciado por uno o  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s) -----

más pagarés o convenio de subrogación, denominado el "pagaré" sean uno o  
hereinafter called "the note" whether one or more. -----

más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales  
It is required by the Government that additional monthly payments of one-twelfth of the taxes,

de una doceava parte de las contribuciones, avalúos (impuestos) primas de --  
assessments, insurance premiums and other charges -----

seguros y otros cargos que se hayan estimado sobre la propiedad hipotecada.  
estimated against the property.-----

**CUARTO:** Se sobreentiende que: -----  
**FOURTH:** It is understood that: -----

(UNO) El pagaré evidencia un préstamo o préstamos al deudor hipotecario --  
(One) The note evidences a loan or loans to the mortgagor in the -----

por la suma de principal especificada en el mismo, concedido con el propósito  
principal amount specified therein made with the purpose and intention -----

y la intención de que el acreedor hipotecario puede ceder el pagaré en -----  
that the mortgagee, at any time, may assign the note -----

cualquier tiempo y asegurar su pago de conformidad con el Acta de mil -----  
and insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One -----

novcientos sesenta y uno consolidando la Administración de Hogares de  
consolidating the Farmers Home Administration or Title Five of-----

Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos -----  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended. -----

cuarenta y nueve, según ha sido enmendada. -----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, --  
(Two) When payment of the note is guaranteed by the mortgagee -----

puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez  
it may be assigned from time to time and each holder of the insured note, in turn -----

será el prestamista asegurado. -----  
will be the insured lender. -----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el  
(Three) When payment of the note is insured by the mortgagee, the -----

acreedor hipotecario otorgará y entregará al prestamista asegurado -----  
mortgagee will execute and deliver to the insured lender along -----

conjuntamente con el pagaré un endoso de seguro garantizando totalmente el  
with the note an insurance endorsement insuring the payment of the note fully to principal ---

pago del principal e intereses de dicho pagaré. -----  
and interest. -----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee, -----

COPIA CERTIFICADA

enajenación o expropiación total o parcial de o por daños a cualquier parte de  
partial condemnation of or injury to any part thereof or interest -----

las mismas o a los intereses sobre ellas, siendo entendido que este gravamen  
therein, it being understood that this lien will -----

quedará en toda su fuerza y vigor hasta que las cantidades especificadas en el  
continue in full force and effect until all amounts as specified -----

párrafo NOVENO con sus intereses antes y después del vencimiento hasta ----  
in paragraph NINTH hereof, with interest before and -----

que los mismos hayan sido pagados en su totalidad. -----  
after maturity until paid, have been paid in full. -----

En caso de ejecución, los bienes responderán del pago del principal, los ----  
In case of foreclosure, the property will be answerable for the payment of the principal, -----

intereses antes y después del vencimiento, hasta su total solvento, pérdida ----  
interest thereon before and after maturity until paid, losses sustained by the -----

sufrida por el acreedor hipotecario como asegurador del pagaré, -----  
mortgagee as insurer of the note, taxes, insurance premiums, and -----

contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el  
other disbursements and advances by the mortgagee for the mortgagor's account -----

acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta  
with interest until repaid to the mortgagee, costs, expenses and -----

que sean pagados al acreedor hipotecario, costas, gastos y honorarios de ----  
attorney's fees of the mortgagee -----

abogado del acreedor hipotecario, toda extensión o renovación de dichas ----  
all extensions and renewals of any of -----

obligaciones con intereses sobre todas y todo otro cargo o suma adicional ----  
said obligations, with interest on all and all other charges and additional -----

especificada en el párrafo NOVENO de este documento. -----  
amounts as specified in paragraph NINTH thereof. -----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente: -----  
SIXTH: That the mortgagor specifically agrees as follows: -----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier  
(One) To pay promptly when due any indebtedness -----

deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor  
loss under its insurance of payment of the note by reason of any default by the mortgagor. ----

hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista  
At all times when the note is held by an insured lender, the -----

asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho  
mortgagor shall continue to make payments on the note to the mortgagee, -----

pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder. -----

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y ----  
(Two) To pay to the mortgagee any initial fee for inspection and appraisal -----

tasación y cualquier cargo por delincuencia requerido en el presente o en el  
and any delinquency charges, now or hereafter required by -----

COPIA CERTIFICADA

COPIA CERTIFICADA

futuro por los reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration. -----

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista -----  
(Three) At all times when the note is held by an insured lender, -----

asegurado, cualquier suma adeudada y no pagada bajo los términos del -----  
any amount due and unpaid under the terms of the note, less -----

pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor -----  
the amount of the annual charge, may be paid by the mortgagee to the holder -----

hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en  
of the note to the extent provided in the insurance endorsement -----

el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del  
referred to in paragraph FOURTH hereof for the account -----

deudor hipotecario. -----  
of the mortgagor. -----

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste  
Any amount due and unpaid under the terms of the note, whether -----

poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser  
it is held by the mortgagee or by an insured lender, may be credited -----

acreditado por el acreedor hipotecario al pagaré y en su consecuencia -----  
by the mortgagee on the note and thereupon shall constitute an advance -----

constituirá un adelanto por el acreedor hipotecario por cuenta del deudor -----  
by the mortgagee for the account -----

hipotecario. -----  
of the mortgagor. -----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este --  
Any advance by the mortgagee as described in this -----

subpárrafo devengará intereses a razón del TRES PUNTO SETENTA Y  
subparagraph shall bear interest at the rate of THREE POINT SEVENTY FIVE percent -----

CINCO por ciento (3.75 %) -----

anual a partir de la fecha en que venció el pago hasta la fecha en que el ----  
per annum from the date on which the amount of the advance was due to the date of payment -----

deudor hipotecario lo satisfaga. -----  
to the mortgagee. -----

(Cuarto) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note insured by the mortgagee, any -----

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, -----  
and all amount advanced by mortgagee for property insurance premiums, -----

reparaciones, gravámenes u otra reclamación en protección de los bienes ----  
repairs, liens and other claims, for the protection of the mortgaged property, -----

hipotecarios o para contribuciones o impuestos u otro gasto similar por razón  
or for taxes or assessments or other similar charges by reason of the -----

de haber el deudor hipotecario dejado de pagar los mismos, devengará -----  
mortgagor's failure to pay the same, shall bear interest at the rate -----

intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha  
stated in the next preceding subparagraph from the date -----

COPIA CERTIFICADA

de dichos adelantos hasta que los mismos sean satisfechos por el deudor ----  
of the advance until repaid to the -----

hipotecario. -----  
mortgagee. -----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta  
(Five) All advances made by mortgagee as described in this mortgage, -----

hipoteca con sus intereses vencerá inmediatamente y será pagadero por el ----  
with interest, shall be immediately due and payable by the mortgagor -----

deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento ----  
to mortgagee without demand at the -----

alguno en el sitio designado en el pagaré y será garantizado por la presente  
place designated in the note and shall be guaranteed hereby. -----

hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al  
No such advance by mortgagee shall relieve the mortgagor from breach of his -----

deudor hipotecario de su obligación del convenio de pagar. Dichos adelantos,  
covenant to pay. Such advances, -----

con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor  
with interest shall be repaid from the first available collections received from -----

hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor ----  
mortgagor. Otherwise, any payments made by mortgagor -----

hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor --  
may be applied on the note or any indebtedness to -----

hipotecario aquí garantizada en el orden que el acreedor hipotecario -----  
mortgagee secured hereby, in any order mortgagee -----

determinare. -----  
determines. -----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente ---  
(Six) To use the loan evidenced by the note solely -----

para los propósitos autorizados por el acreedor hipotecario. -----  
for purposes authorized by mortgagee. -----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales,  
(Seven) To pay when due all taxes, special assessments, liens -----

gravámenes y cargas que graven los bienes o los derechos o intereses del ----  
and charges encumbering the property or the right or interest of mortgagee -----

deudor hipotecario bajo los términos de esta hipoteca. -----  
under the terms of this mortgage. -----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según ----  
(Eight) To procure and maintain insurance against fire and other hazards as required -----

requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en  
by mortgage on all existing buildings and improvements on the property -----

los bienes o cualquier otra mejora introducida en el futuro. El seguro contra  
and on any buildings and improvements put there on in the future. The insurance -----

fuego y otros riesgos serán en la forma y por las cantidades, términos y ----  
against fire and other hazards will be in the form and amount and on terms and -----

condiciones que aprobare el acreedor hipotecario. -----  
conditions approved by mortgagee. -----



(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar  
(Nine) To keep the property in good conditions and promptly make all -----

las reparaciones necesarias para la conservación de los bienes: no cometerá ni  
necessary repairs for the conservation of the property: he will not commit nor -----

permitirá que se cometa ningún deterioro de los bienes; ni removerá ni -----  
permit to be committed any deterioration of the property; he will not remove nor -----

demolerá ningún edificio o mejora en los bienes, ni cortará, ni removerá -----  
demolish any building or improvement on the property; nor will he cut or remove wood -----

madera de la finca, ni removerá ni permitirá que se remueva grava, arena, -----  
from the farm nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other -----

aceite, gas, carbón u otros minerales sin el consentimiento del acreedor -----  
minerals without the consent of mortgagee, and will -----

hipotecario y prontamente llevará a efecto las reparaciones en los bienes que  
promptly carry out the repairs on the property that the mortgagee may -----

el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario  
request from time to time. Mortgagor shall comply with such -----

cumplirá con aquellas prácticas de conservación de suelo y los planes de la  
farm conservation practices and farm and home -----

finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda -----  
management plans as mortgagee from time to time may -----

prescribir. -----  
prescribe. -----

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se  
(Ten) If this mortgage is given for a loan to a farm owner as identified -----

identifica en los reglamentos de la Administración de Hogares de -----  
in the regulations of the Farmer's Home Administration, -----

Agricultores, el deudor hipotecario personalmente operará los bienes por sí y  
mortgagor will personally operate the property with his own and -----

por medio de su familia como una finca y para ningún otro propósito y no -----  
his family labor as a farm and for no other purpose and will not -----

arrendará la finca ni parte de ella a menos que el acreedor hipotecario -----  
lease the farm or any part of it -----

consienta por escrito en otro método de operación o al arrendamiento. -----  
unless mortgagee agrees in writing to any other method of operation or lease. -----

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require. -----

información de sus ingresos y gastos y cualquier otra información relacionada  
information as to his income and expenses and any other information in regard to the -----

con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y  
operation of the property, and to comply with all laws, ordinances, and -----

reglamentos que afecten los bienes o su uso. -----  
regulations affecting the property or its use. -----

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo -----  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times -----

CUPA CERTIFICADA



tiempo el derecho a inspeccionar y examinar los bienes con el fin de -----  
to inspect and examine the property for the purpose of ascertaining whether or not -----

determinar si la garantía otorgada está siendo mermada o deteriorada, y si ---  
the security given is being lessened or impaired, and if such inspection or examination shall ---

dicho examen o inspección determinare, a juicio del acreedor hipotecario, que  
disclose, in the judgement of mortgagee, that the security given is being -----

la garantía mermada o deteriorada, tal condición se considerará como una ---  
lessened or impaired, such condition shall be deemed a breach -----

violación por parte del deudor hipotecario de los convenios de esta hipoteca.  
by the mortgagor of the covenants of this mortgage. -----

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de  
(Thirteen) If any other person interferes with or contest the right of possession -----

posesión del deudor hipotecario a los bienes, el deudor hipotecario -----  
of the mortgagor to the property, the mortgagor will immediately notify -----

inmediatamente notificará al acreedor hipotecario de dicha acción y el -----  
mortgagee of such action, and mortgagee -----

acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos  
at its option may institute the necessary proceedings -----

que fueren necesarios en defensa de sus intereses, y los gastos y desembolsos  
in defense of its interest, and any costs or expenditures -----

incurrido por el acreedor hipotecario en dichos procedimientos, serán -----  
incurred by mortgagee by said proceedings will be -----

cargados a la deuda del deudor hipotecario y se considerarán garantizados por  
charged to the mortgage debt and considered by -----

esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para ----  
this mortgage within the additional credit of the mortgage clause for -----

adelantos, gastos y otros pagos. -----  
advances, expenditures and other payments. -----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere ---  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect -----

vigente esta hipoteca, abandonare los bienes o voluntariamente se los -----  
should abandon the property or voluntarily deliver it to mortgagee, -----

entregase al acreedor hipotecario, para tomar posesión de los bienes, -----  
mortgagee is hereby authorized and empowered to take possession of the property, -----

arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos  
to rent and administer the same and collect the rents, benefits, and income -----

de los mismos y aplicarlos en primer término a los gastos de cobro y -----  
from the same and apply them first to the costs of collection and -----

administración y en segundo término al pago de la deuda evidenciada por el  
administration and secondly to the payment of the debt evidenced by the -----

pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el  
note or any indebtedness to mortgagee hereby guaranteed, -----

orden y manera que acreedor hipotecario determinare. -----  
in what ever order and manner mortgagee may determine. -----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el  
(Fifteen) At any time that mortgagee determines that mortgagor -----

COPIA CERTIFICADA



deudor hipotecario puede obtener un préstamo de una asociación de crédito  
may be able to obtain a loan from a credit association for production, -----

para producción, de un Banco Federal u otra fuente responsable, cooperativa  
a Federal Bank or other responsible source, cooperative or private, -----

o privada, a un tipo de interés y términos razonables para préstamos por -----  
at a rate of interest and reasonable periods of time and purposes, -----

tiempo y propósitos similares, el deudor hipotecario, a requerimiento del -----  
mortgagor, at mortgagor's request will apply for and accept -----

acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad -----  
said loan in sufficient amount to pay the note and other indebtedness -----

suficiente para pagar por las acciones necesarias en la agencia cooperativa en  
secured hereby and to purchase any necessary shares of stock in the cooperative -----

relación con dicho préstamo. -----  
agency in regard to said loan. -----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones -----  
(Sixteen) Should default occur in the performance or discharge of any obligation -----

garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra -----  
secured by this mortgage, or should mortgagor, or any one of the persons -----

persona incluida como deudor hipotecario faltare en el pago de cualquier -----  
herein called mortgagor, default in the payment of any -----

cantidad o violare o no cumpliera con cualquier cláusula, condición, -----  
amounts or violate or fail to comply with any clause, condition, -----

estipulación o convenio o acuerdo aquí contenido o en cualquier convenio ---  
stipulation, covenant, or agreement contained herein, or any -----

suplementario, o falleciere o se declarare o fuere declarado incompetente, en  
supplementary agreement, or died or be declared an incompetent, -----

quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los  
a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, -----

bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, -----  
or should the property or any part thereof of interest therein be assigned, -----

vendidos, arrendados, transferido o gravados voluntariamente o de otro modo,  
sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise -----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor -----  
without the written consent of mortgagee, mortgagee is -----

hipotecario es irrevocablemente autorizado y con poderes, a su opción sin ----  
irrevocably authorized and empowered, at its option, and without -----

notificación: (Uno) a declarar toda deuda no pagada bajo los términos del ---  
notice: (One) to declare all amounts unpaid under the note, and -----

pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, -----  
any indebtedness to the mortgagee secure hereby, -----

inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con  
immediately due and payable and to foreclose this mortgage in accordance -----

la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables  
with law and the provisions hereof; (Two) to incur and pay reasonable expenses -----

COPIA CERTIFICADA

COPIA CERTIFICADA

para la reparación o mantenimiento de los bienes y cualquier gasto u -----  
for the repair for and maintenance of the property and any expenses and obligations -----

obligación que el deudor hipotecario no pagó según se conviniere en esta ----  
that mortgagor did not pay as agreed in this mortgage, -----

hipoteca, incluyendo contribuciones, impuestos, prima de seguro y cualquier -----  
including taxes, assessments, insurance premium, and any other -----

otro pago o gasto para la protección y conservación de los bienes y de esta ---  
expenses or costs for the protection and preservation of the property and this mortgage, -----

hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) de -----  
or for compliance with any of the provisions of this mortgage; and (Three) -----

solicitar la protección de la ley. -----  
request the protection of the law. -----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor -----  
(Seventeen) Mortgagor will pay, or reimburse mortgagee -----

hipotecario todos los gastos necesarios para el fiel cumplimiento de los -----  
for all necessary expenses for the fulfillment of the covenants and -----

convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro -----  
agreements of this mortgage and of the note and of any supplementary -----

convenio suplementario, incluyendo los gastos de mensura, evidencia de ----  
agreement, including the costs of survey, evidence of title, court costs, -----

título, costas, inscripción y honorarios de abogados. -----  
recordation fee and attorney's fees. -----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir -----  
(Eighteen) Without in any manner affecting the right of the mortgagee to require -----

y hacer cumplir en una fecha subsiguiente a los mismos convenios, acuerdos u -----  
and enforce performance at a subsequent date of the same, similar or other covenant, -----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la ---  
agreement, obligation herein set forth, and without affecting the -----

responsabilidad de cualquier persona para el pago del pagaré o cualquier otra -----  
liability of any person for payment of the note or any indebtedness -----

deuda aquí garantizada y sin afectar el gravamen impuesto sobre los bienes o -----  
secured hereby, and without affecting the lien created upon said property or the priority -----

la prioridad del gravamen, el acreedor hipotecario es por la presente -----  
of said lien, the mortgagee is hereby authorized and empowered -----

autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento -----  
at any time (One) waive the performance of any covenant -----

de cualquier convenio u obligación aquí contenida o en el pagaré o en -----  
or obligation contained herein or in the note or any -----

cualquier convenio suplementario (Dos) negociar con el deudor hipotecario o -----  
supplementary agreement; (Two) deal in any way with mortgagor or grant to -----

conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión -----  
mortgagor any indulgence or forbearance or extension -----

de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho -----  
of the time for payment of the note (with the consent of the holder -----

pagaré cuando esté en manos de un prestamista asegurado) o para el pago de -----  
of the note when it is held by an insured lender) or for payment -----

cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) of any indebtedness to mortgagee hereby secured; or (Three) execute -----

otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de and deliver partial releases of any part of said property from the -----

la hipoteca aquí constituida u otorgar diferimiento o postergación de esta --- lien hereby created or grant deferment or postponement of -----

hipoteca a favor de cualquier otro gravamen constituido sobre dichos bienes. this mortgage to any other lien over said property. -----

(Diecinueve) Todos los derechos, título e interés en y sobre la presente ----- (Nineteen) All right, title and interest in or to this mortgage. -----

hipoteca, incluyendo pero no limitando el poder de otorgar consentimiento, -- including but not limited to the power to grant consents, -----

cancelaciones parciales, subordinación, cancelación total, radica sola y ----- partial releases, subordinations, and satisfaction, shall be vested solely and -----

exclusivamente en el acreedor hipotecario y ningún prestamista asegurado --- exclusively in mortgagee, and no insured lender -----

tendrá derecho, título o interés alguno en o sobre el gravamen y los beneficios shall have any right, title or interest in or to the lien or any benefits -----

aquí contenidos. ----- herein contained. -----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de (Twenty) Default hereunder shall constitute default -----

cualesquiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes ----- under any other real estate or crop or chattel mortgage held -----

muebles poseída o asegurada por el acreedor hipotecario y otorgada o ----- or insured by mortgagee and executed or assumed -----

asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de by mortgagor, and default under any such other security -----

dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca. instrument shall constitute default hereunder. -----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca (Twenty-One) All notices to be given under this mortgage shall -----

será remitido por correo certificado a menos que se disponga lo contrario por be sent by certified mail unless otherwise required by Law, -----

ley, y será dirigido hasta tanto otra dirección sea designada en un aviso dado and shall be addressed until some other address is designated in a notice so given -----

al efecto, en el caso del acreedor hipotecario a Administración de Hogares de in the case of mortgagee to Farmer's Home Administration, -----

Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, --- United States Department of Agriculture, San Juan -----

Puerto Rico y en el caso del deudor hipotecario, a él a la dirección postal de Puerto Rico, and in the case of mortgagor to him at the post office -----

su residencia según se especifica más adelante. ----- address of his residence as stated hereinafter. -----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee -----

COPIA CERTIFICADA





COPIA CERTIFICADA

el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings -----

público de los bienes o parte de ellos así como también el importe de la -----  
for public use of the property or any part thereof as well as the amount of -----

sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el  
any judgment for damages caused to the property. The mortgagee will apply -----

importe así recibido al pago de los gastos que incurriere en su cobro y el -----  
the amount so received to the payment of costs incurred in its collection and the -----

balance al pago del pagaré y cualquier cantidad adeudada al acreedor -----  
balance to the payment of the note and any indebtedness to the mortgagee -----

hipotecario garantizada por esta hipoteca, y si hubiere algún sobrante, se -----  
secured by this mortgage, and if any amount then remains, will pay -----

reembolsará al deudor hipotecario. -----  
such amount to mortgagor. -----

**SEPTIMO:** Para que sirva de tipo a la primera subasta que deberá celebrarse  
**SEVENTH:** That for the purpose of the first sale to be held in case -----

en caso de ejecución de esta hipoteca; de conformidad con la ley hipotecaria,  
of foreclosure of this mortgage, in conformity with the mortgage law -----

según enmendada, el deudor hipotecario por la presente tasa los bienes -----  
as amended, mortgagor does hereby appraise the mortgaged property -----

hipotecados en la suma de **TRESCIENTOS MIL DOLARES** -----  
in the amount of **THREE HUNDRED THOUSAND DOLLARS** -----

**(\$300,000.00).** -----

**OCTAVO:** El deudor hipotecario por la presente renuncia al trámite de -----  
**EIGHTH:** Mortgagor hereby waives the requirement of law and agrees -----

requerimiento y se considerará en mora sin necesidad de notificación alguna  
to be considered in default without the necessity of any notification of default -----

por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos  
or demand for payment on the part of mortgagee. This mortgage is subject -----

de la Administración de Hogares de Agricultores ahora en vigor y a futuros  
to the rules and regulations of the Farmer's Home Administration now in effect, -----

reglamentos, no inconsistentes con los términos de esta hipoteca, así como  
and to its future regulations not inconsistent with the provision of this mortgage, -----

también sujeta a las leyes del Congreso de los Estados Unidos de América que  
as well as to the laws of the Congress of the United States of America -----

autorizan la asignación y aseguramiento del préstamo antes mencionado. -----  
authorizing the making and insuring of the loan hereinbefore mentioned. -----

**NOVENO:** Las cantidades garantizadas por esta hipoteca son las siguientes:  
**NINTH:** The amounts guaranteed by this mortgage are as follows: -----

Una. En todo tiempo cuando el pagaré relacionado en el párrafo **TERCERO**  
One. At all times when the note mentioned in paragraph **THIRD** of -----

de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el -----  
this mortgage is held by mortgagee, or in the event -----

acreedor hipotecario cedere esta hipoteca sin asegurar el pagaré: -----  
mortgagee should assign this mortgage without insurance of the note, -----



COPIA CERTIFICADA

**TRESCIENTOS MIL DOLARES (\$300,000.00)** -----  
**THREE HUNDRED THOUSAND DOLLARS** -----

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated therein at the rate of -----

**TRES PUNTO SETENTA Y CINCO por ciento (3.75 %) anual;** -----  
**THREE POINT SEVENTY FIVE percent per annum;** -----

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista -----  
Two. At all times when said note is held by an insured lender: -----

asegurado: -----

**(A) TRESCIENTOS MIL DOLARES (\$300,000.00)** -----  
**(A) THREE HUNDRED THOUSAND DOLLARS** -----

para indemnizar al acreedor hipotecario por adelantos al prestamista -----  
for indemnifying the mortgage for advances to insured lender -----

asegurado por motivo del incumplimiento del deudor hipotecario de pagar los  
by reason of mortgagor's failure to pay the installments as -----

plazos según se especifica en el pagaré, con intereses según se especifica en el  
specified in the note, with interest as stated in -----

párrafo SEXTO, -----  
paragraph SIXTH, -----

Tercero; -----  
Three; -----

**(B) CUATROCIENTOS CINCUENTA MIL DOLARES** -----  
**(B) FOUR HUNDRED AND FIFTY THOUSAND DOLLARS** -----

**(\$450,000.00).** -----

para indemnizar al acreedor hipotecario además contra cualquier pérdida que  
for indemnifying the mortgagee further against any loss it might -----

pueda sufrir bajo su seguro de pago del pagaré. -----  
sustain under its insurance of payment of the note; -----

Tres. En cualquier caso y en todo tiempo; -----  
Three. In any event and at all times whatsoever: -----

**(A) CINCUENTA Y SEIS MIL DOSCIENTOS CINCUENTA** -----  
**(A) FIFTY SIX THOUSAND TWO HUNDRED AND FIFTY DOLLARS** -----

**DOLARES (\$56,250.00)** -----

para intereses después de mora: -----  
for default interest: -----

**(B) SESENTA MIL DOLARES (\$60,000.00)** -----  
**(B) SIXTY THOUSAND DOLLARS** -----

para contribuciones, seguro y otros adelantos para la conservación y -----  
for taxes, insurance and other advances for the preservation -----

protección de esta hipoteca, con intereses al tipo -----  
and protection of this mortgage, with interest at the rate -----

estipulado en el párrafo SEXTO, Tercero; -----  
stated in paragraph SIXTH, Three; -----

**(C) TREINTA MIL DOLARES (\$30,000.00)** -----  
**(C) THIRTY THOUSAND DOLLARS** -----

COPIA CERTIFICADA

para costas, gastos y honorarios de abogado en caso de ejecución;-----  
for costs, expenses and attorney's fees in case of foreclosure:-----

(D) TREINTA MIL DOLARES (\$30,000.00) -----  
(D) THIRTY THOUSAND DOLLARS -----

para costas y gastos que incurriere el acreedor -----  
for costs and expenditures incurred by the mortgagee -----

hipotecario en procedimientos para defender sus intereses contra cualquier ----  
in proceedings to defend its interest against any -----

persona que intervenga o impugne el derecho de posesión del deudor -----  
other person interfering with or contesting the right possession of mortgagee -----

hipotecario a los bienes según se consigna el párrafo SEXTO, Trece. -----  
to the property as provided in paragraph SIXTH, Thirteen. -----

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo ----  
TENTH: That the note(s) referred to in paragraph -----

TERCERO de esta hipoteca es (son) descrito(s) como sigue: -----  
THIRD of this mortgage is(are) described as follows: -----

"Pagaré otorgado en el caso número SEIS, TRES, DOS, SEIS, CINCO ---  
"Promissory note execute in case number -----

OCHO, TRES, DOS, OCHO, SEIS, SIETE, OCHO, NUEVE -----

(6326583286789)-----

fechado el día siete (7) de enero de mil novecientos noventa y nueve -----  
dated the -----

(1999).-----

por la suma de TRESCIENTOS MIL DOLARES (\$300,000.00) de -----  
in the amount of THREE HUNDRED THOUSAND DOLLARS of principal plus -----

principal más intereses sobre el balance del principal adeudado a razón del  
interest over the unpaid balance at the rate of -----

TRES PUNTO SETENTA Y CINCO (3.75%) por ciento anual hasta tanto  
THREE POINT SEVENTY FIVE percent per annum, -----

su principal sea totalmente satisfecho según los términos, plazos, condiciones  
until the principal is totally paid according to the terms, installments, conditions and -----

y estipulaciones contenida en dicho pagaré y según acordados y convenido --  
stipulations contained in the promissory note and as agreed between -----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda  
the borrower and the Government, except that the final installment of the entire -----

aquí representada, de no haber sido satisfecho con anterioridad, vencerá y será  
debt herein evidenced, if not sooner paid, will be due -----

pagadero a los VEINTE (20) -----  
and payable TWENTY-----

años de la fecha de este pagaré. -----  
years from the date of this promissory note. -----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por  
Said promissory note is given as evidence of a loan made by the -----

el Gobierno al Prestatario de conformidad con la Ley del Congreso de los ----  
Government to the borrower pursuant to the law of the Congress of the -----

Estados Unidos de América denominada "Consolidated Farm and Rural" -----  
United States of America known as "Consolidated Farm and Rural" -----

Development Act of 1961" o de conformidad con el "Title V of Housing Act  
Development Act of 1961" or pursuant to "Title V of Housing Act of 1949", -----

of 1949", según enmendadas y está sujeto a los presentes reglamentos de la  
as amended, and is subject to the present regulations of the -----

Administración de Hogares de Agricultores y a los futuros reglamentos no  
Farmer's Home Administration and to its future regulations not -----

inconsistentes con dicha Ley. De cuya descripción, Yo, la Notario -----  
inconsistent with the express provision thereof. Of which description I, -----

autorizante, DOY FE. -----  
the authorizing Notary, GIVE FAITH. -----

**UNDECIMO:** Que la propiedad objeto de la presente escritura y sobre la que  
**ELEVENTH:** That the property object of this deed and over which -----

constituye Hipoteca voluntaria, se describe como sigue: -----  
voluntary mortgage is constituted, is describe as follows: -----

**RUSTICA: RUSTICA:** Predio de terreno denominado "Remanente" del  
plano, sito en el Sector San Diego del Barrio Pasto de Coamo, Puerto  
Rico, con una área superficial de NOVENTA Y SEIS CUERDAS CON  
OCHO MIL QUINIENTOS CUARENTA Y SIETE DIEZMILESIMAS  
DE CUERDA (96.8547 cdas) equivalentes a trescientos ochenta mil  
seiscientos treinta y ocho punto noventa y siete (380,638.97) metros  
cuadrados, en lindes por el NORTE, con solares número tres (3) y cuatro  
(4), con el acceso al remanente y los solares cinco (5), seis (6) y siete (7)  
plano; por el SUR, con terrenos de Lilliam Dueño; por el Este, con  
terrenos segregados y por el OESTE, con el solar número ocho (8) del  
plano. -----

Según consta en la escritura número treinta y dos (32) de Segregación y  
Compraventa otorgada en Coamo, Puerto Rico, el día veintiséis (26) de  
marzo de mil novecientos noventa y ocho (1998) ante el notario público  
Antonio Ortiz Rodríguez, presentada para inscripción ante el Registro de  
la Propiedad de Barranquitas, el doce (12) de junio de mil novecientos  
noventa y ocho (1998), Diario trescientos cuarenta y siete (347), Asiento  
ciento ochenta y dos (182), la cual está pendiente a inscripción. -----

**INSCRITA** la finca principal al folio doscientos cuarenta y cuatro (244)  
del tomo setenta y ocho (78), finca número dos mil quinientos setenta y  
dos (2572) del Registro de la Propiedad de Coamo. -----

Adquirió las prestatarias la descrita finca, el cincuenta y siete por ciento ----  
Borrower acquired the describe property by -----

(57%) a favor de Nicolasa Santiago Ortiz y de Lilliam Dueño Santiago,  
por adjudicación en pago de herencia y el remanente de cuarenta y tres  
por ciento (43%) lo adquirió Lilliam Dueño Santiago por compraventa a  
José Antonio Dueño García, Nelly Milagros Dueño, Nydia Ivette Dueño y  
Cristóbal Dueño Rodríguez, -----

según consta en la Escritura Número CUARENTA Y UNO (41), -----  
pursuant to Deed Number -----

COPIA CERTIFICADA

CUARENTA Y DOS (42) Y CUARENTA Y TRES (43) -----

de fecha 30 de abril de mil novecientos ochenta y tres ( 1983) -----  
dated -----

otorgada en la ciudad de Coamo, Puerto Rico -----  
executed in the city of Coamo, Puerto Rico -----

ante el Notario Enrique Corchado Juarbe -----  
before Notary -----

Dicha propiedad se encuentra afecta a hipoteca constituida por Lilliam ---  
Said property is -----

Dueño y Nicolasa Santiago Ortiz en garantía de pagaré a favor de P.R. -  
Farm Credit ACA, o a su orden, por la suma de DOSCIENTOS -----

OCHENTA MIL DOLARES (\$280,000.00), con intereses al siete punto --  
setenta y cinco por ciento (7.75%) anual fluctuante, vencederó el -----  
primero (1) de septiembre del dos mil catorce (2014) , según consta de la  
escritura número cincuenta y cinco (55) otorgada en San Juan, Puerto --  
Rico el diecisiete (17) de agosto de mil novecientos noventa y cuatro ----  
(1994) ante la notario Martha Aurora García Pineda, inscripción -----  
dieciocho (18). -----

Además tiene una hipoteca constituida por Lilliam Dueño Santiago y  
Nicolasa Santiago Ortiz en garantía de pagaré a favor de Estados Unidos  
de América, por conducto de Farm Service Agency, por la suma de  
DOSCIENTOS MIL DOLARES (\$200.000.00) con intereses al cinco  
por ciento (5%) annual, vencederó en siete (7) años, el tres (3) de  
diciembre del año dos mil cinco (2005), según consta en la escritura  
número catorce (14) otorgada en Ponce, Puerto Rico el tres (3) de  
diciembre de mil novecientos noventa y ocho (1998) ante la notario Dayra  
Amill Acosta, la cual se encuentra en despacho en el Registro de la  
Propiedad Sección de Barranquitas y está pendiente a inscripción.-----

DUODECIMO: Que comparecen en la presente escritura como Deudor ----  
TWELFTH: The parties appearing in the present deed as Mortgagors -----

hipotecarios: LILLIAM DUEÑO SANTIAGO , mayor de edad, -----  
are: -----

propietaria, con seguro social número 583-28-6789 , en su carácter -----

personal y en representación de NICOLASA SANTIAGO ORTIZ, mayor  
de edad, soltera, propietaria, con seguro social número 582-80-4096,

COPIA CERTIFICADA

ambas vecinas de Coamo, Puerto Rico. La representación fue conferida mediante escritura número ciento tres (103) de Constitución de Poder otorgada el día cuatro (4) de diciembre de mil novecientos noventa y uno (1991), ante el Notario José A. Olivari López de Caguas, Puerto Rico, el cual no ha sido revocado, modificado, ampliado o anulado.

cuya dirección postal es: P.O. BOX 1593  
whose postal address is: COAMO, PR 00769

**DECIMO TERCERO:** El importe del préstamo aquí consignado se usó o  
**THIRTEENTH:** The proceeds of the loan herein guaranteed was used or will be -----

Será usado para fines agrícolas y la construcción y/o reparación y/o mejoras  
used for agricultural purposes and the construction and/or repair or improvement of the -----

de las instalaciones físicas en la finca(s) descrita(s). -----  
physical installations on the described farm(s). -----

**DECIMO CUARTO:** El prestatario ocupará personalmente y usará -----  
**FOURTEENTH:** The borrower will personally occupy and use -----

cualquier estructura que haya sido construida, mejorada o comprada con el  
any structure constructed, improved or purchased with the -----

importe del préstamo aquí garantizado y no arrendará o usará para otros fines  
proceeds of the loan herein guaranteed and shall not lease or use for other purposes -----

dicha estructura a menos que el Gobierno lo consienta por escrito. La -----  
said structure unless the Government so consents in writing. -----

violación de esta cláusula como la violación de cualquiera otro convenio o  
Violation of this clause as well as violation of any other agreement or clause -----

cláusula aquí contenida ocasionará el vencimiento de la obligación como si  
herein contained will cause the debt to become due as if the -----

todo el término hubiese transcurrido y en aptitud el Gobierno de declarar  
whole term had elapsed and the Government at its option may -----

vencido o pagadero el préstamo y proceder a la ejecución de la hipoteca.  
declare due and payable the loan and proceed to the foreclosure of the mortgage. -----

**DECIMO QUINTO:** Esta hipoteca se extiende expresamente a toda -----  
**FIFTEENTH:** This mortgage expressly extends to all -----

construcción o edificación existente en la(s) finca(s) antes descrita(s) y a toda  
construction or building existing on the farm(s) hereinbefore described -----

mejora, construcción o edificación que se construya en dicha finca(s) durante  
and all improvement, construction, or building constructed on said farm(s) -----

la vigencia del préstamo hipotecario constituido a favor del gobierno, -----  
while the mortgage loan constituted in favor of the Government -----

verificada por los actuales dueños deudores o por su cesionarios o -----  
is in effect, made by the present owners or by their assignees -----

causahabientes. -----  
or successors. -----

**DECIMO SEXTO:** El deudor hipotecario por la presente renuncia -----  
**SIXTEENTH:** The mortgagor by these presents hereby waives -----

COPIA CERTIFICADA



actuales que gobierna estos tipos de préstamos. -----  
laws which govern these types of loans. -----

**VIGESIMO:** Este instrumento garantiza asimismo el rescate o recuperación  
**TWENTH:** This instrument also secures the recapture of -----

de cualquier crédito por intereses o subsidio que pueda otorgarse a los -----  
any interest credit or subsidy which may be granted -----

prestarios por el Gobierno de acuerdo con las disposiciones del Título -----  
to the borrower(s) by the Government pursuant -----

Cuarentidos del Código de Estados Unidos Sección Mil Cuatrocientos -----  
to Forty-Two U.S.C. Fourteen Ninety -a -----

Noventa -a- (42 U.S.C. 1490a). -----  
(42 U.S.C. 1490a) -----

---Donde dice Estados Unidos de América actuando por conducto de la  
Administración de Hogares debe decir Estados Unidos de América actuando  
por conducto de la Administración Farm Service Agency (Agencia de  
Servicios Agrícolas) que es su nombre actual. -----

**ACEPTACION**-----  
**ACCEPTANCE**

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn -----

vez, YO, la Notario autorizante, le (les) hice las advertencias legales -----  
once, I, the authorizing Notary, have made to him (them) the pertinent legal -----

pertinentes. -----  
warnings. -----

Así lo dicen y otorgan ante mí, la Notario autorizante, el (los) -----  
So they say and execute before me, the authorizing Notary, the -----

compareciente(s) sin requerir la presencia de testigos después de renunciar su  
appearing party (parties) without demanding the presence of witnesses after waiving -----

derecho a ello del que le(s) advertí. -----  
His (their) right to do so of which I advised him (them). -----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party (parties) he (they) ratify its -----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta -----  
contents, place (s) his (their) initials on each of the folios of this -----

escritura incluyendo el último, y la firma(n) todos ante mí, la Notario -----  
deed including the last one, and all sign before me, the authorizing Notary -----

autorizante, que DOY FE de todo lo contenido en esta escritura. -----  
who GIVES FAITH to everything contained in this deed. -----

---La Notario autorizante ha advertido a las partes comparecientes de manera  
especial lo referente a la necesidad de presentar copia certificada de la  
presente escritura en el Registro de la Propiedad correspondiente para que  
pueda manifestarse a plenitud los efectos legales pertinentes a este

**COPIA CERTIFICADA**



instrumento, así como los derechos pagaderos en comprobantes o sellos de Rentas Internas necesarios.-----

----La Notario ha advertido además, a los comparecientes que la presente escritura pública se ha otorgado conforme al contenido de un estudio de título de fecha dos (2) de diciembre de mil novecientos noventa y ocho (1998) preparado por Ana Echevarría y no por la Notario autorizante; que el estudio de título no es un seguro de título y refleja solamente la realidad registral de dicho inmueble a la fecha de dicho estudio; que por más reciente que sea, no cierra el registro, ni excluye la posibilidad de que se hayan presentado otros documentos relacionados a esta propiedad con posterioridad a esa fecha. ----

**Y DE TODO LO CONTENIDO EN ESTE INSTRUMENTO PUBLICO**

y de quedar adheridos y cancelados los correspondientes sellos de Rentas Internas y el Sello del Impuesto Notarial del Colegio de Abogados de Puerto Rico, YO, la Notario, que firmo, rubrico, signo y sello en Ponce, Puerto Rico,

DOY FE.-----

Firmado, signado, sellado y rubricado Dayra Anell Acosta tiene adheridos y cancelados los correspondientes sellos de Rentas Internas y el Impuesto Notarial del Colegio de Abogados de Puerto Rico. Suscrita y rubricada de los otorgantes en todos los folios de la escritura pública y firmado el último folio por los otorgantes así como estampados sellos y rubrica del notario autorizante.

COMPARECENDE Yo y fielmente con el original de su contenido obrante bajo el número antes indicado en el protocolo de instrumentos Públicos de esta Notaría, del año indicado en la misma, al cual me remito. EN FE DE LO CUAL, expido la presente Primera

COPIA CERTIFICADA, la cual consta de 01 folios utiles, que firmo signo sello y rubrico en Ponce, Puerto Rico hoy 7 de enero de 1998 para parte interesada.

Dayra Anell Acosta  
Notario Público



COPIA CERTIFICADA

Notificado hoy 30 de abril 2000

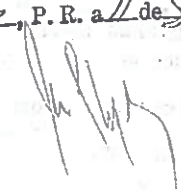
  
A. Miranda Lora

Suspendido Tribunal de lo Civil de la 1ª  
cámara por haberse ausentado hoy documentado  
para la comparecencia de falta.

B970, P. R. a 11 de junio de 2000  
Elein Riera  
Registrador u Oficial

Notificado hoy

Caducado en virtud del Artículo 52 de la  
Ley 198 de 8 de agosto de 1979.

B970, P. R. a 11 de Sept del 2000  


NOTA: NOTIFICADO POR

06

**TITLE SEARCH****ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1457, TRUJILLO ALTO, PR. 00977-1457  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CASE: LUIS RAFAEL SANTIAGO DUEÑO

REF: 1521.127

BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 2,572, recorded at page 244 of volume 78 of Coamo, Registry of Barranquitas, Puerto Rico.

**DESCRIPTION:** (As it is recorded in the Spanish language)

**RÚSTICA:** Predio de terreno denominado Remanente del plano, sito en el Sector San Diego del Barrio Pasto de Coamo, Puerto Rico, con un área superficial de **ciento doce punto cincuenta y una cuerdas (112.51 cdas)**, en lindes por el **NORTE**, con los solares #3 y 4, con el acceso al remanente y los solares 5, 6 y 7 del plano; por el **SUR**, con más terrenos de Lilliam Dueño; por el **ESTE**, con terrenos de Luciano Fuertes; y por el **OESTE**, con el solar #8 del plano.

La porción descrita es el remanente de la finca luego de las segregaciones efectuadas de la misma.

**NOTE:** The property of 15.2626 cuerdas, subject to title search, do not appear submitted or segregated.

**ORIGIN:**

It is segregated from property number 2,571, recorded at page 142 volume 70 of Coamo.

**TITLE:**

This property is registered in favor of NICOLASA SANTIAGO ORTIZ, and LILLIAM DUEÑO SANTIAGO, both single, whom acquired as follows:

One part by distribution of inheritance, in a 57% of participation of this property and equally divided for each one, with value of \$73,792.20 and also in favor of Lilliam Dueño Santiago, acquire also by purchase of participation of Cristobal Dueño Rodriguez, equivalent to 17% for the price \$23,000.00; and the participations of José Antonio Dueño García; Nelly Milagros Dueño; and Nydia Ivette Dueño, equivalent each one to 8.666%, for the price of \$30,000.00, pursuant to deeds #41, 42 and 43, executed in Coamo, Puerto Rico, on April 30, 1983, before Notary Enrique Corchado Juarbe, recorded at page 244 of volume 78 of Coamo, property number 2,572, 12<sup>th</sup> inscription.

**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
  1. **EASEMENT:** Access easement to comply with the condition of Sine-Qua-Non imposed by ARPE about the property with this number as servient landholding in favor of property #10,331 as dominant landholding, value of \$50.00, constituted by deed #141, executed in Coamo, on August 30, 1985; clarified by deed #46, executed in Coamo, on April 21, 1987 before Notary Public José Aníbal Gierbolini Rosa, recorded at overleaf of page 244 of volume 78 of Coamo, property number 2,572, 13<sup>th</sup> inscription.

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



PAGE #2  
PROPERTY #2,572

**OBSERVATION:** At entry 504 of daily book 552, presented on June 15<sup>th</sup>, 2009, Deed #26, executed in Coamo, Puerto Rico, on February 15, 1992, before José A. Gierbolini Rosa Notary Public, purchase in favor of José Rafael Torres Mateo, for \$7,000.00.

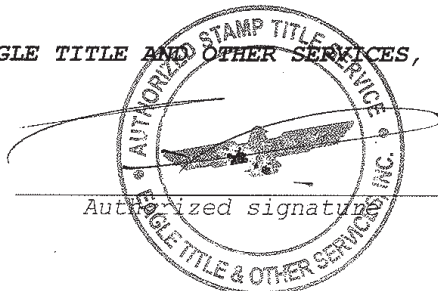
This document was notified on August 1, 2017 and expired on May 9, 2018 and picked-up on November 30, 2018.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to April 8, 2019.

**NOTICE:** The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.




mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on April 8, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

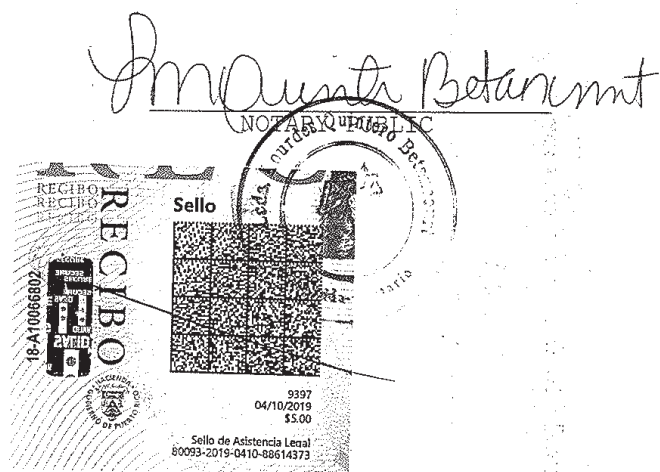
In Guaynabo, Puerto Rico, this 24 day of abril of 2019.

  
Elías Díaz Bermúdez

AFFIDAVIT NUMBER 3527.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 24 day of abril of 2019.



**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FARM SERVICE AGENCY**  
**654 Muñoz Rivera Ave.,**  
**654 Plaza Bldg. Suite 829,**  
**San Juan, PR 00918**

Borrower: **Dueño Santiago, Lilliam**

Agency Claim No.: **63-026-6789**

***Certification of Indebtedness***

I, Liha Sánchez, of legal age, married, a resident of Mayaguez, Puerto Rico, in my official capacity as Farm Loan Program Support Specialist of the Farm Service Agency (FSA), United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness as of 04/03/2019 is as shown in the following Statement of Account, according to information obtained from all available records at the USDA -Farm/Service Agency:

***Statement of Account***

Loan Number	<b>44-02</b>
Type of Loan	<b>Operating Loan (OL)</b>
Date of Loan	<b>12/03/1998</b>
Original Loan Amount	<b>\$200,000.00</b>
Interest Rate	<b>5.00%</b>
Daily Interest Accrual	<b>\$26.0354</b>
Principal Balance	<b>\$190,058.08</b>
Unpaid Interest	<b>\$136,683.91</b>
Miscellaneous Charges:	<b>\$0.00</b>
Total Balance	<b>\$326,741.99</b>
Amount Delinquent	<b>\$326,741.99</b>
Years Delinquent	<b>FULLY MATURE</b>



Loan Number	<b>43-03</b>
Type of Loan	<b>Emergency Loan (EM)</b>
Date of Loan	<b>01/07/1999</b>
Original Loan Amount	<b>\$300,000.00</b>
Interest Rate	<b>3.75%</b>
Daily Interest Accrual	<b>\$30.8805</b>
Principal Balance	<b>\$300,000.00</b>
Unpaid Interest	<b>\$200,458.69</b>
Miscellaneous Charges:	<b>\$570.00</b>
Total Balance	<b>\$501,028.69</b>
Amount Delinquent	<b>\$501,028.69</b>
Years Delinquent	<b>Fully Mature</b>

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Liha Sánchez  
FLP Support Specialist  
04/03/2019



## Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-6789  
 Birth Date:  
 Last Name: DUENO SANTIAGO  
 First Name: LILLIAM  
 Middle Name:  
 Status As Of: Apr-03-2019  
 Certificate ID: 103RSP43WQRM69L

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



# Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-6789  
 Birth Date:  
 Last Name: SANTIAGO DUENO  
 First Name: LILLIAM  
 Middle Name:  
 Status As Of: Apr-03-2019  
 Certificate ID: C4ZVK6NCDBL7RNC

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Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
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DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

*Plaintiff(s)*

v.

LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM SANTIAGO DUEÑO; ET ALS.

*Defendant(s)*

Civil Action No.

Collection of Money

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM SANTIAGO DUEÑO

PR 566, Km. 2.6, San Diego Sector, Pastos Wd., Coamo, PR; PO Box 1593, Coamo, PR 00769

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: UNITED STATES OF AMERICA, acting through the USDA

Defendant: LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM SANTIAGO DUEÑO; ET ALS.

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

UNITED STATES OF AMERICA, acting through the USDA

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Fortuño &amp; Fortuño Fas, CSP

Juan Carlos Fortuño Fas

PO Box 9300, San Juan, PR 00908 ; (787)751-5290

**DEFENDANTS**

LILLIAM DUEÑO SANTIAGO a/k/a LILLIAM SANTIAGO DUEÑO; ET ALS.

County of Residence of First Listed Defendant Coamo, PR

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)☒ 1 U.S. Government Plaintiff☐ 3 Federal Question

(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant☐ 4 Diversity

(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Consolidated Farm &amp; Development Act, 7 USC 1921, et seq. and 28 USC 1345

Brief description of cause:

Foreclosure of Mortgage

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

 DEMAND \$  
 647,200.00

 CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☐ Yes ☒ No
**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE